



# Petersburg Borough

12 South Nordic Drive  
Petersburg, AK 99833

## Meeting Agenda Borough Assembly Regular Meeting

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Tuesday, July 06, 2021

12:00 PM

Assembly Chambers

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You are invited to a Zoom webinar.  
When: Jul 6, 2021 12:00 PM Alaska  
Topic: July 6, 2021 Assembly Meeting

Please click the link below to join the webinar:  
<https://zoom.us/j/93809200457?pwd=amRTcCtTUXNUQXFxL3poWFE2WEpWZz09>  
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Webinar ID: 938 0920 0457

Passcode: 277988

1. **Call To Order/Roll Call**
2. **Voluntary Pledge of Allegiance**
3. **Approval of Minutes**
  - A. August 3, 2020 Regular Assembly Meeting**
  - B. August 17, 2020 Regular Assembly Meeting Minutes**
  - C. August 31, 2020 Special Assembly Meeting Minutes**
  - D. September 8, 2020 Regular Assembly Meeting Minutes**
  - E. September 21, 2020 Regular Assembly Meeting Minutes**
  - F. June 21, 2021 Regular Assembly Meeting Minutes**
4. **Amendment and Approval of Meeting Agenda**
5. **Public Hearings**

**6. Bid Awards**

**7. Persons to be Heard Related to Agenda**

*Persons wishing to share their views on any item on today's agenda may do so at this time.*

**8. Persons to be Heard Unrelated to Agenda**

*Persons with views on subjects not on today's agenda may share those views at this time.*

**9. Boards, Commission and Committee Reports**

**10. Consent Agenda**

**11. Report of Other Officers**

**A. PMC CEO Hofstetter will provide a report.**

**12. Mayor's Report**

**A. July 6, 2021 Mayor's Report**

**13. Manager's Report**

There is no written Manager's report for this meeting.

**14. Unfinished Business**

**A. Ordinance #2021-11: An Ordinance Amending Chapter 4.30, "Alaska Remote Seller Sales Tax Code", of the Borough Code, Third and Final Reading**

The Alaska Remote Seller Sales Tax Commission has adopted amendments to certain uniform provisions for the collection and remittance of municipal sales tax, applicable to sales made by remote sellers. These amendments are outlined in this ordinance for consideration of incorporation into Borough Code. The Ordinance was approved in its second reading by a vote of 4-0.

**B. UAF Membership**

This item was postponed for discussion at the July 7, 2021 meeting.

**15. New Business**

**A. Resolution #2021-09 A Resolution Authorizing the Public Sale of Parcel #01-003-521 Located at 306 Sandy Beach Road by Public Auction**

If approved, Resolution #2021-09 will authorize the Borough to sell Parcel #01-003-521 Located at 306 Sandy Beach Road by Public Auction.

**B. Resolution #2021-10 A Resolution Authorizing the Public Sale of Parcels #03-210-310 and #03-213-040 on Kupreanof Island by Public Auction**

If approved, Resolution #2021-10 will authorize the Borough to sell Parcels #03-210-310 and #03-213-040 on Kupreanof Island by Public Auction.

**C. Traveler Testing Contract Amendment #4**

IC Hagerman recommends the Assembly approve the extension of the traveler testing contract to continue to provide free, locally available traveler testing services in Petersburg.

A recommended motion: to approve Amendment #4 of the State of Alaska contract C0620-523 to extend traveler testing services at the Petersburg Medical Center to September 30, 2021 for a total payment to the Borough of \$1,276,425.00; and to amend the MOA with the Petersburg Medical Center to reflect the extension and setting a not-to-exceed value of the MOA at \$1,101,600.00.

**16. Communications**

**A. Correspondence Received Since June 17, 2021**

**17. Assembly Discussion Items**

**A. Assembly Member Comments**

**B. Recognitions**

**18. Adjourn**



# Petersburg Borough

12 South Nordic Drive  
Petersburg AK, 99833

## Meeting Minutes Borough Assembly

Monday, August 3, 2020

12:00 PM

Assembly Chambers

### 1. Call To Order/Roll Call

Mayor Jensen called the meeting to order at 12:03 p.m.

### 2. Voluntary Pledge of Allegiance

The Pledge was recited.

### 3. Approval of Minutes

There were no minutes available for approval.

### 4. Amendment and Approval of Meeting Agenda

The agenda was amended to add item #11B, an update from Incident Commander Hagerman regarding COVID-19. The agenda was unanimously approved as amended.

### 5. Public Hearings

### 6. Bid Awards

### 7. Persons to be Heard Related to Agenda

Sarah Holmgrain spoke on behalf of the School Board in support of Superintendent Kludt-Painter's request for CARES Act funding.

David Beebe spoke on his own behalf in support of adopting Ordinance #2020-19.

Petersburg School District Superintendent Kludt-Painter spoke in favor of the request for CARES Act funding.

### 8. Persons to be Heard Unrelated to Agenda

Kandi Woodworth spoke on behalf of Frederick Point East property owners appealing the 2020 determination of the tax mill rate.

David Beebe spoke on his own behalf stating that the July 7, 2020 private meeting called by Mayor Jensen with Senator Stedman and Congressman Young was in violation of the Open Meetings Act.

Harvey Gilliland spoke on his own behalf in agreement with the appeal of the Frederick Point East mill rate.

### 9. Board, Commission and Committee Reports

No reports were given.

### 10. Consent Agenda

No items.

## 11. Report of Other Officers

### A. Sanitation Rate Study

Attachments: [Sanitation Rate Study Rate Increase Scenarios](#)

Public Works Director Cotta gave an update on the Sanitation Rate Study.

### B. Update from Incident Commander Hagerman regarding COVID-19

Incident Commander Hagerman gave an update on the COVID-19 situation and actions being taken on State and local levels.

## 12. Mayor's Report

### A. August 3, 2020 Mayor's Report

Attachments: [August 3, 2020 Mayor's Report](#)

Mayor Jensen read his report into the record.

## 13. Manager's Report

### A. August 3, 2020 Manager's Report

Attachments: [August 3, 2020 Manager's Report](#)

Manager Giesbrecht read his report into the record, a copy of which is attached and made a permanent part of these minutes.

## 14. Unfinished Business

No items.

## 15. New Business

### A. Resolution #2020-13: A Resolution Approving the Expenditure of \$778,000 from the CARES Act Special Revenue Fund for Petersburg School District Personnel Costs, Technology Equipment and PPE/Disinfection Supplies in Response to the Continuing COVID-19 Health Emergency

Attachments: [Resolution #2020-13](#)  
[Resolution #2020-13 Attachment A](#)

Resolution #2020-13 passed unanimously.

### B. Community Meeting Regarding Ordinance #2020-19 (An Updated Municipal Code Chapter

## 3.72 - Civil Emergency Provisions)

**Attachments:** [Assembly Member Lynn's Suggestions for Community Meeting](#)  
[Manager Giesbrecht's Suggestions for Community Meeting](#)

A motion to take Manager Giesbrecht's recommendations regarding holding a community meeting on Ordinance #2020-19 Civil Emergency Provisions was amended to 1) use a moderator to facilitate the meeting, 2) set the date and time to Thursday, September 10, 2020 at 4:00 p.m., 3) to remove 4(f) and (g) from the recommendations and amend 4(b) to remove wording about the public attending in person, 4) to remove the word "pandemic" from the title and to remove 3(e) from the recommendations, and 5) to restructure the wording of 3(d) to have IC Hagerman present a general outline of why an amendment to our Civil Emergency Provisions ordinance is needed based upon what we have learned during this pandemic. The recommendations, as amended, were unanimously approved.

- C. Letter to Alaska Department of Education and Early Development Regarding School Average Daily Membership Numbers for the 2020/2021 School Year

**Attachments:** [Letter to DEED Regarding School ADM Numbers](#)

The Assembly voted unanimously to send the letter as presented to the Alaska Department of Education and Early Development.

- D. Petersburg COVID Situation Update Letter to Federal Delegation

**Attachments:** [Petersburg COVID Situation Update Letter to Federal Delegation](#)

Approval of the letter was postponed to the August 17, 2021 meeting.

- E. Petersburg's Portion of a Joint Response Compiled by the Alaska Municipal League to the State's AMHS Working Group

**Attachments:** [Petersburg's Statistics and Minimum Level of AMHS Service Requested](#)

The Joint Response compiled by the Alaska Municipal League to the State's AMHS Working Group was unanimously approved.

## 16. Communications

- A. Public Communications Received July 19, 2020

**Attachments:** [K. Woodworth 7.19.2020](#)

- B. Public Communications Received July 20, 2020

- Attachments:** [A. Hankins 7.20.2020](#)  
[C & L Rose 7.20.2020](#)  
[D. Ingle 7.20.2020](#)  
[J. Murgas 7.20.2020](#)  
[M. Stainbrook 7.20.2020](#)  
[D. Sullivan 7.20.2020](#)  
[G. Samuelson-Jones 7.20.2020](#)  
[K. Billi 7.20.2020](#)  
[S. Burrell 7.20.2020](#)  
[K. Woodworth 7.20.2020](#)

C. Public Communications Received July 22, 2020

- Attachments:** [B. Tremblay 7.22.2020](#)

D. Public Communications Received July 23, 2020

- Attachments:** [N. Strand 7.23.2020](#)  
[R. Stafford 7.23.2020](#)  
[J. Thynes 7.23.2020](#)

E. Public Communications Received July 24, 2020

- Attachments:** [R. Roberts 7.24.2020](#)  
[D. Marsh 7.24.2020](#)  
[J. Ohmer 7.24.2020](#)  
[L. Bertagnoli 7.24.2020](#)  
[J. Thynes 7.24 .2020](#)  
[M & T Parker 7.24.2020](#)  
[K. Woodworth 7.24.2020](#)  
[J. Cheney 7.24.2020](#)  
[M. Curtis 7.24.2020](#)  
[R. Wilkinson 7.24.2020](#)  
[M. Martinsen 7.24.2020](#)  
[M. Hasbrouck 7.24.2020](#)  
[K. Billi 7.24.2020](#)  
[G. Samuelson-Jones. 7.24.2020](#)  
[C. Smith 7.24.2020](#)  
[J. Smith 7.24.2020](#)

F. Public Communications Received July 26, 2020

**Attachments:** [K. Wood 7.26.2020](#)

**G.** Public Communications Received July 27, 2020

**Attachments:** [K. Bracken 7.27.2020](#)  
[M. Marvin 7.27.2020](#)  
[K. O'Connor Demko 7.27.2020](#)  
[E. Kandoll 7.27.2020](#)  
[S. Rice 7.27.2020](#)  
[B. Knight 7.27.2020](#)  
[K. Severson 7.27.2020](#)  
[E. Warmack 7.27.2020](#)  
[C. Knight 7.27.2020](#)  
[L. Kotsoeva 7.27.2020](#)  
[A. Burrell 7.27.2020](#)  
[L & H Thompson 7.27.2020](#)  
[A. See Rosvold 7.27.2020](#)  
[B. Loesch 7.27.2020](#)  
[M. Pawuk 7.27.2020](#)  
[J. Havrilek & E. Perry 7.27.2020](#)  
[L. Slaght 7.27.2020](#)  
[E. Teodori 7.27.2020](#)  
[B. Bracken 7.27.2020](#)

**H.** Public Communications Received July 28, 2020

**Attachments:** [P. Reilly 7.28.2020](#)  
[K & B Eddy 7.28.2020](#)  
[B. Steltz 7.28.2020](#)  
[G. Samuelson-Jones 7.28.2020](#)  
[G. Coonrad 7.28.2020](#)  
[G. Wolf 7.28.2020](#)  
[J. Havrilek 7.28.2020](#)

**I.** Public Communications Received July 29, 2020

**Attachments:** [N. Olsen 7.29.2020](#)  
[N. Olsen 2 7.29.2020](#)  
[L. Dreisbach 7.29.2020](#)  
[W. Ware 7.29.2929](#)



J. DNR Public Review of Five Year Schedule of Timber Sales - Comment Period Open Until September 4, 2020

Attachments: [AK DNR Five Year Schedule of Timber Sales](#)

K. Public Notice - Pebble Project Final Environmental Impact Statement - Comment Period Open Until August 24, 2020

Attachments: [Notice of Final EIS for the Pebble Project](#)

**17. Assembly Discussion Items**

A. Assembly Member Comments

No comments were shared.

B. Recognitions

Mayor Jensen recognized the First Responders for their service during the recent tragic car accident that took four lives.

Member Tremblay recognized Clerk Thompson's hard work in all she does for the community and for the Assembly; much of which is behind the scenes.

**18. Adjourn**

The meeting was adjourned at 3:07 p.m.

\_\_\_\_\_  
Debra K. Thompson

Date Approved \_\_\_\_\_



# Petersburg Borough

12 South Nordic Drive  
Petersburg AK, 99833

## Meeting Minutes Borough Assembly

Monday, August 17, 2020

6:00 PM

Assembly Chambers

### 1. Call To Order/Roll Call

**Present:** 7 - Mayor Mark Jensen, Assembly Member Bob Lynn, Assembly Member Brandi Marohl, Assembly Member Jeffrey Meucci, Assembly Member Taylor Norheim, Assembly Member Jeigh Stanton Gregor and Assembly Member Chelsea Tremblay

### 2. Voluntary Pledge of Allegiance

The Pledge was recited.

### 3. Approval of Minutes

#### A. Board of Equalization, Regular and Special Meeting Minutes for April 8 (BOE), April 20 (regular), April 28 (special) and May 4 (regular), 2020

**Attachments:** [April 8, 2020 Board of Equalization Meeting Minutes](#)  
[April 20, 2020 Assembly Meeting Minutes](#)  
[April 28, 2020 Special Assembly Meeting Minutes](#)  
[May 4, 2020 Assembly Meeting Minutes](#)

The meeting minutes from April 8, April 20, April 28, and May 4, 2020 were unanimously approved.

### 4. Amendment and Approval of Meeting Agenda

The agenda was unanimously approved as submitted.

### 5. Public Hearings

### 6. Bid Awards

### 7. Persons to be Heard Related to Agenda

Jackie Pata spoke on behalf of Petersburg Indian Association in favor of Resolution #2020-14(A), the direct sale to Tlinget Haida Regional Housing Authority.

Niccole Olson spoke on her own behalf regarding Resolution #2020-14(A) asking the Assembly to reconsider the direct sale as her family has, in the last two years, inquired about purchasing this lot and would like the opportunity so they can build a duplex.

Becky Knight spoke on her own behalf regarding the Mayor's Report, which is an agenda item, addressing Mayor Jensen's meeting with Representative Don Young and Senator Bert Stedman.

Sarah Fine called in to learn about the Assembly processes as she is one of the moderator applicants.

David Beebe spoke on his own behalf regarding the Mayor's Report as being related to the agenda as well

as stating his concerns that this meeting was not recorded or made public.

Steven Berry spoke on his own behalf expressing support for the lease from Alaska Yacht and Vessel Services to 13 Marine.

## 8. Persons to be Heard Unrelated to Agenda

Joni Johnson spoke on behalf of an ad hoc group looking to provide child care solutions for families. This ad hoc group is requesting \$50,000 for childcare financial assistance.

## 9. Board, Commission and Committee Reports

## 10. Consent Agenda

## 11. Report of Other Officers

### A. PMC CEO Hofstetter

Petersburg Medical Center CEO Phil Hofstetter stated they are beginning to evaluate how they are handling healthcare with COVID.

### B. Assembly Member Lynn

Assembly Member Lynn gave a report on the AML Summer meeting.

## 12. Mayor's Report

### A. August 17, 2020 Mayor's Report

Attachments: [August 17, 2020 Mayor's Report](#)

Mayor Jensen read his report into the record.

## 13. Manager's Report

### A. August 17, 2020 Manager's Report

Attachments: [August 17, 2020 Manager's Report](#)

Manager Giesbrecht read his report into the record, a copy of which is attached and made a permanent part of these minutes.

## 14. Unfinished Business

## 15. New Business

- ### A. Resolution #2020-14(A): A Resolution of the Assembly of the Petersburg Borough Approving the Disposal of Borough Land by Sale to Tlingit Haida Regional Housing Authority

-OR-

Resolution #2020-14(B): A Resolution Authorizing the Public Sale of Parcel #01-006-484 Located at 705 Ira II Street by Sealed Competitive Bid

**Attachments:** [Resolution #2020-14\(A\)](#)  
[PIA 8.7.2020 Letter of Support for Direct Sale](#)  
[THRHA 8.10.2020 Letter of Support for Direct Sale](#)  
[Resolution #2020-14\(B\)](#)  
[K. Holtzinger 8.5.2020 Email of Support for Sale by Auction](#)  
[K. Holtzinger 8.7.2020 Email of Support for Sale by Auction](#)

Resolution 2020-14(B) authorizing the public sale of parcel #01-006-484 located at 705 Ira II Street by sealed competitive bid was unanimously approved.

**B.** Assignment of Lease from Alaska Yacht and Vessel Services to 13 Marine

**Attachments:** [Assignment and Assumption of Lease and Consent](#)  
[AK Yacht & Vessel Original Lease](#)  
[AK Yacht & Vessel Amendment #1](#)

The assignment of lease from Alaska Yacht and Vessel Services to 13 Marine was unanimously approved.

**C.** Harbor AMI Project - Middle and South Harbor Meter Order

**Attachments:** [Director Hagerman Memo](#)  
[EATON Quote](#)

The Harbor AMI Project was unanimously approved, not to exceed \$111,132.46.

**D.** Letter to ADOT&PF Regarding the Alaska Marine Highway System's Proposed 2020 Winter Ferry Operating Plan

**Attachments:** [AMHS 2020 Operating Plan Letter](#)  
[State of Alaska Press Release](#)  
[AMHS Winter 2020-2021 Operating Plan](#)

The letter to ADOT&PF regarding the Alaska Marine Highway System's proposed 2020 winter Ferry Operating Plan was unanimously approved.

**E.** Petersburg COVID Situation Update Letter to Federal Delegation

**Attachments:** [Petersburg COVID Situation Update Letter to Federal Delegation](#)

The Petersburg COVID Situation Update Letter to the Federal Delegation was unanimously approved.

**F.** Appointment of a Moderator for the September 10, 2020 Community Meeting Regarding Ordinance #2020-19

**Attachments:** [Sarah L. Fine Resume](#)

The appointment of Sarah Fine as Moderator for the September 10, 2020 Community Meeting regarding Ordinance #2020-19 was unanimously approved.

**G.** Letter of Interest for the Parks & Recreation Advisory Board

**Attachments:** [B. Richards Letter of Interest](#)

The appointment by Mayor Jensen of Brian Richards to the Parks & Recreation Advisory Board was unanimously approved.

**16. Communications**

**A.** Public Communication Received July 31, 2020

**Attachments:** [A. Hankins 7.31.2020](#)  
[S. Hunter 7.31.2020](#)  
[S. Howard 7.31.2020](#)

**B.** Public Communication Received August 1, 2020

**Attachments:** [G. Wood 8.1.2020](#)  
[Kellii Wood 8.1.2020](#)  
[Karsten Wood 8.1.2020](#)  
[K. Holmlund 8.1.2020](#)

**C.** Public Communication Received August 2, 2020

**Attachments:** [L. Stanton Gregor 8.2.2020](#)  
[C. Worhatch 8.2.2020](#)  
[C. Worhatch 2 8.2.2020](#)

**D.** Public Communication Received August 3, 2020

**Attachments:** [N. Strand 8.3.2020](#)  
[B. Lynch 8.3.2020](#)  
[K. McCullough 8.3.2020](#)  
[K. Woodworth 8.3.2020](#)  
[E. Kludt Painter 8.3.2020](#)  
[K. Holmlund 8.3.2020](#)

**E.** Public Communication Received August 4, 2020

**Attachments:** [L. Lindley 8.4.2020](#)

**F.** Public Communication Received August 7, 2020

**Attachments:** [B. Davies 8.7.2020](#)

**G.** Public Communication Received August 10, 2020

**Attachments:** [A. Crum in response to B. Davies 8.10.2020](#)  
[D. Berg 8.10.2020](#)

**H.** Public Communication Received August 11, 2020

**Attachments:** [B. Davies in response to A. Crum 8.11.2020](#)  
[W. Ware 8.11.2020](#)

**I.** Public Communication Received August 12, 2020

**Attachments:** [W. Ware 8.12.2020](#)  
[M. Lopez \(Chamber of Commerce\) 8.12.2020](#)  
[C. Anderson 8.12.2020](#)

**17. Assembly Discussion Items**

**A.** Alaska Natives Without Land

**Attachments:** [Draft Senate Bill - Landless Native Recognition and Settlement](#)  
[Alaska Natives Without Land Letter](#)

**The Assembly briefly discussed the draft Senate Bill.**

**B.** Assembly Member Comments

**C.** Recognitions

**18. Adjourn**

**The meeting was adjourned at 7:31pm**

\_\_\_\_\_  
**Debra K. Thompson**

**Date Approved**\_\_\_\_\_



# Petersburg Borough

12 South Nordic Drive  
Petersburg AK, 99833

## Meeting Minutes Borough Assembly

Monday, August 31, 2020

4:00 PM

Assembly Chambers

### Special Meeting to Consider Extension of Public Health Mandate #5 (Borough Harbor Facilities - vessel docking and disembarkment)

#### 1. Call To Order/Roll Call

Mayor Jensen called the meeting to order at 4:00 p.m.

**Present:** 6 - Mayor Mark Jensen, Assembly Member Bob Lynn, Assembly Member Jeffrey Meucci, Assembly Member Taylor Norheim, Assembly Member Jeigh Stanton Gregor and Assembly Member Chelsea Tremblay

**Excused:** 1 - Assembly Member Brandi Marohl

#### 2. Persons to be Heard Related to Agenda

No views were shared.

#### 3. New Business

##### A. Petersburg Borough Public Health Mandate #5 (Borough Harbor Facilities - vessel docking and disembarkment) - Proposed Extension

**Attachments:** [Petersburg Borough Public Health Mandate #5 Proposed Extension](#)

Health Mandate #5 was amended to change the mandate expiration from October 20, 2020 to December 31, 2020. The Mandate, as amended, passed by a vote of 5-1, Assembly Member Norheim opposed.

#### 4. Adjourn

The meeting was adjourned at 4:09 p.m.

\_\_\_\_\_  
Debra K. Thompson

Date Approved \_\_\_\_\_



# Petersburg Borough

12 South Nordic Drive  
Petersburg AK, 99833

## Meeting Minutes Borough Assembly

Tuesday, September 8, 2020

12:00 PM

Assembly Chambers

### 1. Call To Order/Roll Call

Vice Mayor Stanton Gregor called the meeting to order at 12:00 p.m.

### 2. Voluntary Pledge of Allegiance

The Pledge was recited.

### 3. Approval of Minutes

There were no minutes available for approval.

### 4. Amendment and Approval of Meeting Agenda

The agenda was unanimously approved as submitted.

### 5. Public Hearings

### 6. Bid Awards

#### A. 2020 Sand Bid

**Attachments:**     [PW Director Cotta Memo](#)  
[2020 Sand Bid Tabulation Form](#)

The 2020 Sand Bid was awarded to Rock-N-Road Construction by unanimous roll call vote.

### 7. Persons to be Heard Related to Agenda

Becky Turland spoke to the need and importance of childcare during this time.

Joni Johnson presented herself for questions on Resolution #2020-17.

Sarah Holmgrain spoke on behalf of the Petersburg Chamber of Commerce Board in support of Resolution #2020-16.

William Ware, owner of the Cedar Box, spoke in support of Resolution #2020-16.

### 8. Persons to be Heard Unrelated to Agenda

No views were shared.

### 9. Board, Commission and Committee Reports



No reports were given.

**10. Consent Agenda**

- A. Appointment of Julie Walker to the Local Emergency Planning Committee

Attachments:    [J. Walker LEPC Application](#)  
[PMC CEO Letter re LEPC Hospital Seat](#)

The appointment by Vice Mayor Stanton Gregor of Julie Walker to the Local Emergency Planning Committee was unanimously approved.

- B. THE 420 Retail Marijuana Store License Renewal

Attachments:    [THE 420 Renewal Application Notice](#)

The 420 Retail Marijuana Store license renewal was unanimously approved.

- C. SEA\*WEED FARMS Standard Marijuana Cultivation Facility License Renewal

Attachments:    [SEA WEED FARMS Renewal Application Notice](#)

The SEA\*WEED FARMS Standard Marijuana Cultivation Facility license renewal was unanimously approved.

**11. Report of Other Officers**

- A. SEAPA Update

Member Lynn gave an update on the SEAPA meeting last week.

**12. Mayor's Report**

- A. September 8, 2020 Mayor's Report

Attachments:    [September 8, 2020 Mayor's Report](#)

Vice Mayor Stanton Gregor read his report into the record.

**13. Manager's Report**

- A. September 8, 2020 Manager's Report

Attachments:    [September 8, 2020 Manager's Report](#)

Manager Giesbrecht read his report into the record, a copy of which is attached and made a permanent part of these minutes.

**14. Unfinished Business**

No items.

**15. New Business**

**A.** Resolution #2020-15: A Resolution Approving the Expenditure of \$608,345 from the CARES Act Special Revenue Fund for Petersburg Medical Center Personnel Costs, Technology Equipment for Home Health, Rapid Testing Equipment and Supplies, and Therapeutic Exercise Equipment for Long Term Care in Response to the Continuing COVID-19 Health Emergency

Attachments: [Resolution #2020-15](#)

**Resolution #2020-15 was unanimously approved.**

**B.** Resolution #2020-16: A Resolution Approving the Expenditure of \$500,000 from the CARES Act Special Revenue Fund for Economic Support to Businesses Harmed by the Continuing COVID-19 Public Health Emergency

Attachments: [Resolution #2020-16](#)  
[C&ED Director Cabrera Memo](#)

**Resolution #2020-16 was unanimously approved.**

**C.** Resolution #2020-17: A Resolution Approving the Expenditure of \$65,000 from the CARES Act Special Revenue Fund for Emergency Financial Assistance to Families Needing New or Additional Childcare Due to the COVID-19 Public Health Emergency

Attachments: [Resolution #2020-17](#)  
[Funding Request and Eligibility Requirements](#)  
[K. Holmlund Support Letter](#)  
[Chamber Support Letter](#)  
[OBI Support Letter](#)  
[PMC Support Letter](#)  
[Q&A re Funding Request](#)

**Resolution #2020-17 was unanimously approved.**

**D.** Sale of Borough-owned Property at 705 Ira II Street

Attachments: [K. Holtzinger Property Bid](#)  
[THRHA Property Bid](#)

**The sale of Borough-owned property located at 705 Ira II Street to the Tlinget Haida Regional Housing Authority was unanimously approved for the amount of \$40,501.00**

**E.** 2020 Salmon Season Economic Disaster Request

Attachments: [Southeast Salmon Fishing Disaster 2020](#)

**The 2020 Salmon Economic Disaster request was unanimously approved.**

F. Letter of Support for Petersburg Medical Center's Grant Applications for COVID-19 Emergency Funds

**Attachments:** [Letter of Support for PMC](#)

The letter of support for Petersburg Medical Center's Grant applications for COVID-19 Emergency Funds was unanimously approved.

16. Communications

A. Correspondence Received Since August 13, 2020

- Attachments:**
- [PEDC 8.10.2020](#)
  - [S. Hoschar 8.14.2020](#)
  - [C. Mathisen 8.17.2020](#)
  - [R. Knight 8.17.2020](#)
  - [ADOT&PF 8.21.2020](#)
  - [J. Adams 8.25.2020](#)
  - [B. Tremblay 9.1.2020](#)
  - [D. Marsh 9.2.2020](#)
  - [J. Cheney 9.2.2020](#)
  - [J. Thynes 9.2.2020](#)
  - [V. Cooday 9.3.2020](#)
  - [B. & C. Caulum 9.3.2020](#)
  - [D. Thynes 9.3.2020](#)

17. Assembly Discussion Items

A. Southeast Alaska Herring and Salmon Stock Decline

Member Meucci reported that he is working with processors to draft a letter. He is hoping to have a letter drafted by the next meeting.

B. Assembly Member Comments

Member Tremblay encouraged everyone to complete the 2020 U.S. Census. Vice Mayor Stanton Gregor asked everyone to get out and vote.

C. Recognitions

Member Meucci recognized Alice and Butch Young on retiring from Monday night meals. Thank you for your time and efforts!

A. Recognition of Randy Ruaro

**Attachments:** [Thank you to Randy Ruaro](#)

Vice Mayor Stanton Gregor read Mayor Jensen's recognition of Randy Ruaro, Senator Stedman's Chief of Staff who recently accepted a job in the Governor's Office.

**18. Adjourn**

The meeting was adjourned at 1:13 p.m.

\_\_\_\_\_  
Debra K. Thompson

Date Approved \_\_\_\_\_



# Petersburg Borough

12 South Nordic Drive  
Petersburg AK, 99833

## Meeting Minutes Borough Assembly

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Monday, September 21, 2020

6:00 PM

Assembly Chambers

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### 1. Call To Order/Roll Call

Mayor Jensen called the meeting to order at 6:00 p.m.

### 2. Voluntary Pledge of Allegiance

The Pledge was recited.

### 3. Approval of Minutes

There were no minutes available for approval.

### 4. Amendment and Approval of Meeting Agenda

The agenda was unanimously approved as submitted.

### 5. Public Hearings

### 6. Bid Awards

### 7. Persons to be Heard Related to Agenda

Judy Ohmer, Bridgett Davidson, Donna Marsh, Marge Oines, Bosjun Reid, Rob Schwartz, Russell Thynes, Dana Thynes, Robin Cardenas, Amanda Ohmer, Jim Martinsen, Kay Schwartz, and Don Koenigs spoke in opposition of Ordinance #2020-19.

Bill Tremblay and Barry Bracken spoke in favor of Ordinance #2020-19.

### 8. Persons to be Heard Unrelated to Agenda

No views were shared.

### 9. Board, Commission and Committee Reports

No reports were given.

### 10. Consent Agenda

No items.

### 11. Report of Other Officers

**A. Incident Commander Hagerman**

Incident Commander Hagerman provided an update on EOC activities.

**B. Fire/EMS Director Dixon**

Attachments: [Fire EMS Director Dixon Report](#)

Fire/Ems Director Dixon updated the Assembly on PVFD operations and training.

**12. Mayor's Report****A. September 21, 2020 Mayor's Report**

Attachments: [September 21, 2020 Mayor's Report](#)

Mayor Jensen read his report into the record.

**13. Manager's Report****A. September 21, 2020 Manager's Report**

Attachments: [September 21, 2020 Manager's Report](#)

Manager Giesbrecht read his report into the record, a copy of which will be a permanent part of these minutes.

**14. Unfinished Business**

Ordinances for Third and Final Reading

**A. Ordinance #2020-19: An Ordinance Amending Borough Code Chapter 3.72 to Provide for Civil Emergency Provisions**

Attachments: [Ordinance #2020-19 for third and final reading](#)

Ordinance #2020-19 was amended 1) to add the wording "With assembly approval" to 3.72.060(A)(1-4), the word "known" to 3.72.060(B)(1), and the sentences "During a period of emergency, an assembly member or members participating by teleconference shall be counted for purposes of determining a quorum. All other provisions of 3.08.080 shall remain in effect." to the end of 3.72.060(D), 2) to delete 3.72.060(A)(1) and (3), and 3) to add a Section 7 to the Ordinance which states, "The Assembly directs the Borough Clerk to bring Code Chapter 3.72 back before the assembly 24 months after adoption for review and updating if needed." Ordinance #2020-19, as amended, was approved by a vote of 5-2, Mayor Jensen and Assembly Member Marohl opposed.

**15. New Business****A. Ordinance #2020-23: An Emergency Ordinance Amending Borough Code Chapter 3.72 to Provide for Civil Emergency Provisions**

**Attachments:** [Emergency Ordinance #2020-23](#)

Emergency Ordinance #2020-23 was not considered due to the adoption of Ordinance #2020-19.

**B. October 2020 Municipal Election Report and Approval of Election Officials**

**Attachments:** [October 2020 Election Report](#)

The 2020 Municipal Election Report and Approval of Election Officials was unanimously approved, with the addition of Stephanie Payne as an Election Official.

**16. Communications**

**A. Correspondence Received Since September 3, 2020**

**Attachments:** [Chamber of Commerce 9.3.2020](#)

[J. Wheeland 9.3.2020](#)

[T. Sperl 9.3.2020](#)

[B. Reid 9.3.2020](#)

[P. Chapman 9.4.2020](#)

[B. Tremblay 9.4.2020](#)

[K. Bell 9.4.2020](#)

[B. Sheldon 9.4.2020](#)

[M. Sheldon 9.4.2020](#)

[J. Ness 9.5.2020](#)

[C. Lopez 9.5.2020](#)

[S. Kittams 9.7.2020](#)

[J. Schwartz 9.9.2020](#)

[M. Tuccillo 9.10.2020](#)

[C. Tavoliero 9.16.2020](#)

[D. Thynes & J. Ohmer 9.17.2020](#)

**17. Assembly Discussion Items**

**A. Bears in Town**

Member Meucci asked the public to please be mindful of their trash cans and properly secure them due to the prevalence of bears in town.

Member Norheim suggested parents not allow their children to play in the woods due to the bears.

**B. Tidelands Lot T-58 (Lot 1 of Harbor View Industrial Subdivision) Currently Owned by the Schwartz Family**

**Attachments:** [Maps & Photo of Tidelands Lot T-58](#)

Member Meucci spoke on the possibility of purchasing Tidelands Lot T-58.

**C. Assembly Member Comments**

**Member Stanton-Gregor encouraged everyone to get out and vote in the local election. Member Lynn stated he felt that the COVID directives currently in place needs to be revisited as an Assembly. Member Norheim feels people are watching too much news seeing what's going on in other parts of the country that really don't apply to Alaska and due to State laws, freedoms are not going to be removed.**

**D. Recognitions**

**Member Meucci wanted to give a shout out to PIA who was awarded a \$25,000 grant that they donated to Mountain View Manor Food Services for the purchase of a Subaru station wagon to assist in food delivery around town. Thank you for your donation! Member Tremblay wanted to recognize Kellii Wood for leaving personalized painted rocks on the trails around town with encouragement and cheering the community on. Also, the Rainforest Festival for putting together a creative and inspiring event during these difficult times.**

**18. Adjourn**

The meeting was adjourned at 8:36 p.m.

\_\_\_\_\_  
Debra K. Thompson, Borough Clerk

\_\_\_\_\_  
Date





# Petersburg Borough

12 South Nordic Drive  
Petersburg, AK 99833

## Meeting Minutes Borough Assembly Regular Meeting

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Monday, June 21, 2021

6:00 PM

Assembly Chambers

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### 1. Call To Order/Roll Call

Mayor Pro tem Lynn called the meeting to order at 6:00 pm.

#### PRESENT

Assembly Member Bob Lynn  
Assembly Member Chelsea Tremblay  
Assembly Member David Kensinger  
Assembly Member Jeff Meucci

#### ABSENT

Vice Mayor Jeigh Stanton Gregor  
Mayor Mark Jensen  
Assembly Member Taylor Norheim

### 2. Voluntary Pledge of Allegiance

The Pledge was recited.

### 3. Approval of Minutes

#### A. July 20, 2020 Regular Assembly Meeting Minutes

#### B. July 24, 2020 Special Assembly Meeting Minutes

#### C. June 7, 2021 Regular Assembly Meeting Minutes

All Minutes were approved as submitted.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Kensinger.

Voting Yea: Assembly Member Lynn, Assembly Member Tremblay, Assembly Member Kensinger, Assembly Member Meucci

### 4. Amendment and Approval of Meeting Agenda

The agenda was approved as submitted.

## 5. Public Hearings

### A. Public Hearing for Ordinance #2021-11: An Ordinance Amending Chapter 4.30, "Alaska Remote Seller Sales Tax Code", of the Borough Code

No testimony was given.

## 6. Bid Awards

There were no bid awards.

## 7. Persons to be Heard Related to Agenda

*Persons wishing to share their views on any item on today's agenda may do so at this time.*

Jason Custer and Ryan Wopscholl from AP&T talked about the easement for the submarine cable.

## 8. Persons to be Heard Unrelated to Agenda

*Persons with views on subjects not on today's agenda may share those views at this time.*

Eric Lee shared his views on the Landless legislation.

## 9. Boards, Commission and Committee Reports

No reports were given.

## 10. Consent Agenda

### A. Inga's Galley Liquor License Transfer

The Liquor License transfer to Eide Ventures, LLC dba Inga's Galley was approved.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Tremblay.

Voting Yea: Assembly Member Lynn, Assembly Member Tremblay, Assembly Member Kensinger, Assembly Member Meucci

## 11. Report of Other Officers

### A. EOC IC Hagerman

IC Hagerman spoke to the Assembly about the process of standing down the EOC. He thanked the Assembly for their support.

### B. Alaska Redistricting Board Executive Director Peter Torkelson: Redistricting Basics Presentation

Executive Director Peter Torkelson shared a power point presentation titled "Redistricting Basics" with the Assembly.

## 12. Mayor's Report

## A. June 21, 2021 Mayor's Report

Mayor Pro tem Lynn read the Mayor's report into the record.

## 13. Manager's Report

Manager Giesbrecht is currently out of the office.

## 14. Unfinished Business

### A. Ordinance #2021-11: An Ordinance Amending Chapter 4.30, "Alaska Remote Seller Sales Tax Code", of the Borough Code, Second Reading

Ordinance #2021-11 was adopted in its second reading by a vote of 4-0.

Motion made by Assembly Member Kensinger, Seconded by Assembly Member Meucci.

Voting Yea: Assembly Member Lynn, Assembly Member Tremblay, Assembly Member Kensinger, Assembly Member Meucci

## 15. New Business

### A. Resolution #2021-08: A Resolution of the Assembly of the Petersburg Borough Approving Direct Disposal of Borough Land by Granting a 20' Wide Utility Easement in Perpetuity to AP&T Wireless at 419 Sandy Beach Road.

Resolution #2021-08 was unanimously approved.

Motion made by Assembly Member Kensinger, Seconded by Assembly Member Meucci.

Voting Yea: Assembly Member Lynn, Assembly Member Tremblay, Assembly Member Kensinger, Assembly Member Meucci

### B. Stradling Engagement Letter

The Assembly approved the engagement of Stradling for bond counseling services.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Tremblay.

Voting Yea: Assembly Member Lynn, Assembly Member Tremblay, Assembly Member Kensinger, Assembly Member Meucci

### C. Special Use Permit: Jason and Julie Anderson - 208 N. 4th Street

By unanimous roll call vote, the Assembly approved the SUP for Jason and Julie Anderson.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Kensinger.

Voting Yea: Assembly Member Lynn, Assembly Member Tremblay, Assembly Member Kensinger, Assembly Member Meucci

## **16. Communications**

**A. Petersburg Business Climate and COVID-19 Impacts Survey 2021**

**B. Correspondence Received Since May 27, 2021**

## **17. Assembly Discussion Items**

A. Assembly Member Comments

B. Recognitions

Assembly Member Tremblay recognized the Humanity in Progress Board members Ashley Kawashima, Pat Sessa, Annette Bennet, Cortney Hess and Alex Helms for their work in assisting the housing insecure. There will be a food drive on Sunday, June 27th from 11 am to 2 pm at 208 Haugen Drive.

## **18. Adjourn**

The meeting was adjourned at 6:50 pm.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Tremblay.  
Voting Yea: Assembly Member Lynn, Assembly Member Tremblay, Assembly Member Kensinger, Assembly Member Meucci

**Mayor's Report  
For  
July 6, 2021 Assembly Meeting**

- 1. Borough Employees Appreciation:** Thank you to all Borough employees for their service.
  
- 2. Seeking Letters of Interest:** The Assembly is seeking letters of interest from Borough residents who wish to serve the community by filling a vacant seat on the following Boards/Commissions until the October 2021 Municipal Election:

Planning Commission – 1 vacant seat  
Public Safety Advisory Board – 2 vacant seats

Letters of interest should be submitted to Clerk Thompson at the Borough office located at 12 S. Nordic Drive; by mailing to PO Box 329, Petersburg, AK 99833; or by emailing to [dthompson@petersburgak.gov](mailto:dthompson@petersburgak.gov).

**PETERSBURG BOROUGH  
ORDINANCE #2021-11**

**AN ORDINANCE AMENDING CHAPTER 4.30, “*Alaska Remote Seller Sales Tax Code*”, OF THE BOROUGH CODE**

**WHEREAS**, pursuant to Resolution No. 2019-19, the Petersburg Borough joined the Alaska Remote Seller Sales Tax Commission ("the Commission"), a multi-governmental agency, for the purposes of collecting Borough sales tax from remote sellers; and

**WHEREAS**, in furtherance thereof, the Borough, under Ordinance #2020-03, adopted certain uniform provisions for the collection and remittance of municipal sales tax applicable to sales made by remote sellers, which provisions were codified as Chapter 4.30 of the Petersburg Municipal Code; and

**WHEREAS**, the Commission has now adopted amendments to those uniform provisions, which the Borough has considered for incorporation into the Borough Code.

**Therefore, the Petersburg Borough Ordains**, Chapter 4.30, Alaska Remote Seller Sales Tax Code, of the Borough Code shall be amended as follows:

**Section 1. Classification:** This ordinance is of a general and permanent nature and shall be codified in the Petersburg Municipal Code.

**Section 2. Purpose:** The purpose of this ordinance is to amend PMC Chapter 4.30 to incorporate amendments made to the uniform code by the Alaska Remote Seller Sales Tax Commission.

**Section 3. Substantive Provisions:**

Section 1: Amendment. Chapter 4.30 is hereby amended as follows. The language proposed for insertion is in red and underlined, and the language to be deleted is in blue and struck through.

**4.30.005 - Introduction.**

The Alaska Remote Seller Sales Tax Code, as set out in the provisions of this chapter, is an ordinance largely prepared by the Alaska Remote Seller Sales Tax Commission, of which the borough is a member. This ordinance is herein adopted in order to provide for administration by the Commission of the borough sales tax collected by remote sellers and marketplace facilitators, as those terms are defined herein, pursuant to section 4.30.230. When used in this chapter, the term "member jurisdiction"~~"taxing jurisdiction", "local jurisdiction" or "local taxing jurisdiction"~~ refers to the Petersburg Borough.

**4.30.010 - Interpretation.**

A. In order to prevent evasion of the sales taxes and to aid in its administration, it is presumed that all sales and services by a person or entity engaging in business are subject to the sales tax.

B. The application of the tax to be collected under this Code shall be broadly construed and shall favor inclusion rather than exclusion.

C. Exemptions from the tax to be collected under this Code shall be narrowly construed against the claimant and allowed only when such exemption clearly falls within an exemption defined in the member taxing jurisdiction's Code.

D. The scope of this Code shall apply to remote sellers or marketplace facilitators, delivering products or services into member municipalities adopting this Code, within the State of Alaska.

#### **4.30.020 - Title to collected sales tax.**

Upon collection by the remote seller or marketplace facilitator, title to collected sales tax vests in the commission for remittance to the member taxing jurisdiction. The remote seller or marketplace facilitator remits collected sales tax to the commission on behalf of the member taxing jurisdiction, from whom that power is delegated, in trust for the member taxing jurisdiction and is accountable to the commission and member taxing jurisdiction.

#### **4.30.030 - Collection—Rate.**

A. To the fullest extent permitted by law, the sales tax levied and assessed by the member taxing jurisdiction shall be collected on all remote sales where delivery is made wholly or in part within the member local taxing jurisdiction(s) ~~that is a member~~, within the State of Alaska.

B. The applicable tax shall be added to the sales price as provided in the member jurisdiction's Sales Tax Code, based on point of delivery.

C. The tax rate added to the sale price shall be the tax rate for the member taxing jurisdiction(s) where the property or product is sold, or service that was rendered is received, and based on the date the property or product was sold or the date the service rendered was received.

D. An address and tax rate database will be made available to remote sellers and marketplace facilitators, indicating the appropriate tax rate to be applied.

E. The tax assessed shall be consistent with relevant jurisdictional tax caps, single unit sales, and exemptions.

F. When a sale is made on an installment basis, the applicable sales tax shall be collected at each payment, calculated at the sales tax rate in effect, and with the cap applied, at the time of the original sale or the date the service is rendered, based on the member local jurisdiction's Code(s).

G. When a sales transaction involves placement of a single order with multiple deliveries made at different points in time that are separately invoiced, the applicable sales tax shall be collected on each separately invoiced delivery, calculated at the sales tax rate in effect, and with the cap applied, at the time of the original sale or the date the service is rendered.

#### **4.30.040 - Obligation to collect tax—Threshold criteria.**

A. Any remote seller or marketplace facilitator must collect and remit sales tax in compliance with all applicable procedures and requirements of law, provided the remote seller or

marketplace facilitator has met one of the following threshold criteria ("threshold criteria") in the current or previous calendar year:

1. The remote seller's statewide gross sales, including the seller's marketplace facilitator's statewide gross sales, from the sale(s) of property, products or services delivered ~~into~~ the state meets or exceeds one hundred thousand dollars (\$100,000.00); or
2. The remote seller, including the seller's marketplace facilitator, sold property, products, or services delivered ~~into~~ the state in two hundred (200) or more separate transactions.

B. For purposes of determining whether the threshold criteria are met, remote sellers or marketplace facilitators shall include all gross sales, from all sales of goods, property, products, or services rendered within the State of Alaska.

#### **4.30.050 - Reporting and Remittance Requirements for Local and Remote Sales.**

A. Sellers with a physical presence in the member jurisdiction and no remote or internet-based sales shall report and remit to, and comply with standards of, including audit authority, the taxing jurisdiction.

B. Sellers with a physical presence in the member jurisdiction that also have remote or internet-based sales where the point of delivery is in a different taxing jurisdiction shall (i) report and remit the remote or internet sales to the commission; and ii) report and remit the in-store sales to the taxing jurisdiction.

C. Sellers with a physical presence in the member jurisdiction that also have remote or internet-based sales where the point of delivery is in the same member jurisdiction shall report and remit those remote sales to the member jurisdiction.

D. Sellers and marketplace facilitators that do not have a physical presence in the member jurisdiction must report and remit to the commission all remote sales where the point of delivery is in the member jurisdiction.

E. A marketplace facilitator is considered the remote seller for each sale facilitated through its marketplace and shall collect, report, and remit sales tax to the commission. A marketplace facilitator is not considered to be the remote seller for each sale or rental of lodging facilitated through its marketplace, wherein the seller is considered to have a physical presence in the member jurisdiction.

#### **4.30.0650 - No retroactive application.**

The obligations to collect and remit sales tax required by this chapter are applicable at the effective date of the member~~taxing~~ jurisdiction's ordinance adopting the Alaska Remote Seller Sales Tax Code.

#### **4.30.0760 - Payment and collection.**

Pursuant to this Code, taxes imposed shall be due and paid by the buyer to the remote seller or marketplace facilitator at the time of the sale of property or product or date service is rendered, or with respect to credit transactions, at the time of collection. It shall be the duty of each remote seller or marketplace facilitator to collect the taxes from the buyer and to hold those taxes in trust



for the taxing authority of the membertaxing jurisdiction. Failure by the remote seller or marketplace facilitator to collect the tax shall not affect the remote seller's, or marketplace facilitator's, responsibility for payment to the commission.

#### **4.30.0870 - Remote seller and marketplace facilitator registration requirement.**

A. If a remote seller's gross statewide sales ~~within the last calendar year~~ meets or exceeds the threshold criteria from section .040, the remote seller shall register with the commission. If the remote seller is a marketplace seller and only makes sales in Alaska through a marketplace, the marketplace seller is not required to register with the commission. The marketplace seller must submit an affidavit attesting to these facts on a form provided by the commission.

B. If a marketplace facilitator's gross statewide sales ~~within the last calendar year~~ meets or exceeds the threshold criteria from section. 040, the marketplace facilitator shall register with the commission.

CB. A remote seller or marketplace facilitator meeting the threshold criteria shall apply for a certificate of sales tax registration within thirty (30) calendar days of the effective date of this Code or within thirty (30) calendar days of meeting the threshold criteria whichever occurs second. Registration shall be to the commission on forms prescribed by the commission.

DC. An extension may be applied for and granted based on criteria established by the commission, based on evidence produced to describe time necessary to update software or other technical needs, not to exceed ninety (90) days.

ED. Upon receipt of a properly executed application, the commission shall confirm registration, stating the legal name of the remote seller or marketplace facilitator, the primary address, and the primary sales tax contact name and corresponding title. The failure of the commission to confirm registration does not relieve the remote seller or marketplace facilitator of its duty to collect and remit sales tax.

FE. Each business entity shall have a sales tax registration under the advertised name.

GF. The sales tax certificate is non-assignable and non-transferable.

H. The sales tax certificate satisfies the member jurisdiction's requirement to obtain a municipal business license or tax identification number, provided the remote seller does not have a physical presence in that jurisdiction.

#### **4.30.0980 - Tax filing schedule.**

A. All remote sellers or marketplace facilitators subject to this Code shall file a return on a form or in a format prescribed by the commission and shall pay the tax due.

B. Filing of sales tax returns are due monthly; quarterly or less frequent filing is optional upon application and approval by the commission, consistent with the code of the memberlocal jurisdiction.

C. A remote seller or marketplace facilitator who has filed a sales tax return will be presumed to be making sales in successive periods unless the remote seller or marketplace facilitator files a return showing a termination or sale of the business in accordance with this Code.

D. The completed and executed return, together with the remittance in full for the tax due, shall be transmitted to and must be received by the commission on or before midnight Alaska Standard Time on the due date. Monthly returns are due the last day of the immediate subsequent month. Quarterly returns are due as follows:

Quarter 1 (January—March): April 30

Quarter 2 (April—June): July 31

Quarter 3 (July—September): October 31

Quarter 4 (October—December): January 31

E. If the last day of the month following the end of the filing period falls on a Saturday, Sunday, federal holiday or Alaska state holiday, the due date will be extended until the next business day immediately following.

F. Any remote seller or marketplace facilitator holding a remote seller registration shall file a sales tax return even though no tax may be due. This return shall show why no tax is due. If the remote seller or marketplace facilitator intends to continue doing business a return shall be filed reflecting no sales and a confirmation of the intent to continue doing business and shall continue to do so each filing period until the entity ceases doing business or sells the business. If the remote seller or marketplace facilitator intends to cease doing business, a final return shall be filed along with a statement of business closure.

G. The remote seller or marketplace facilitator shall prepare the return and remit sales tax to the commission on the same basis, cash or accrual, which the remote seller or marketplace facilitator uses in preparing its federal income tax return. The remote seller or marketplace facilitator shall sign the return, and transmit the return, with the amount of sales tax and any applicable penalty, interest or fees that it shows to be due, to the commission.

H. Remote sellers and marketplace facilitators failing to comply with the provisions of this Code shall, if required by the commission and if quarterly filing has been chosen, file and transmit collected sales taxes more frequently until such time as they have demonstrated to the commission that they are or will be able to comply with the provisions of this Code. Six (6) consecutive on-time sales tax filings, with full remittance of the sales taxes collected, shall establish the presumption of compliance and return to quarterly filing.

I. The preparer of the sales tax return shall keep and maintain all documentation supporting any and all claims of exempted sales and purchases. Documentation for exempted sales should include the number of the exemption authorization card presented by the buyer at the time of the purchase; the date of the purchase; the name of the person making the purchase; the organization making the purchase; the total amount of the purchase; and the amount of sales tax exempted. This documentation shall be made available to the commission upon request. Failure to provide such documentation may invalidate that portion of the claim of exemption for which no documentation is provided.

#### **4.30.100090 - Estimated tax.**

A. In the event the commission is unable to ascertain the tax due from a remote seller or marketplace facilitator by reason of the failure of the remote seller or marketplace facilitator to keep accurate books, allow inspection, or file a return, or by reason of the remote seller or

marketplace facilitator filing a false or inaccurate return, the commission may make an estimate of the tax due based on any evidence in their possession.

B. Sales taxes may also be estimated, based on any information available, whenever the commission has reasonable cause to believe that any information on a sales tax return is not accurate.

C. A remote seller's or marketplace facilitator's tax liability under this Code may be determined and assessed for a period of six (6) years after the date the return was filed or due to be filed with the commission. No civil action for the collection of such tax may be commenced after the expiration of the six (6)-year period except an action for taxes, penalties and interest due from those filing periods that are the subject of a written demand or assessment made within the six (6)-year period, unless the remote seller or marketplace facilitator waives the protection of this section.

D. The commission shall notify the remote seller or marketplace facilitator, in writing, that the commission has estimated the amount of sales tax that is due from the remote seller or marketplace facilitator. The commission shall serve the notice on the remote seller or marketplace facilitator by delivering the notice to the remote seller's or marketplace facilitator's place of business, or by mailing the notice by certified mail, return receipt requested, to the remote seller's or marketplace facilitator's last known mailing address. A remote seller or marketplace facilitator who refuses the certified mail will be considered to have accepted the certified mail for purposes of service.

E. The commission's estimate of the amount of sales tax that is due from a remote seller or marketplace facilitator shall become a final determination of the amount that is due unless the remote seller or marketplace facilitator, within thirty (30) calendar days after service of notice of the estimated tax:

1. Files a complete and accurate sales tax return for the delinquent periods supported by satisfactory records and accompanied by a full remittance of all taxes, interest, penalties, costs and other charges due; or
2. Files a written notice with the commission appealing the estimated tax amount in accordance with the appeal procedures, under the provisions of section .160 of this chapter.
3. Arguments or reasons for failure to timely file a return and remit taxes collected shall not be considered a valid basis or grounds for granting an appeal. The basis and grounds for granting an appeal of an assessment are:
  - a. The identity of the remote seller or marketplace facilitator is in error;
  - b. The amount of the debt is erroneous due to a clerical error (and the nature and extent of the error is specified in the request for appeal); or
  - c. The remote seller or marketplace facilitator disputes the denial of exemption(s) for certain sales.

F. The amount of sales tax finally determined to be due under this section shall bear interest and penalty from the date that the sales tax originally was due, plus an additional civil penalty of fifty dollars (\$50.00) for each calendar month or partial month for which the amount of sales tax that is due has been determined.

#### **4.30.110100 - Returns—Filing contents.**

A. Every remote seller or marketplace facilitator required by this chapter to collect sales tax shall file with the commission upon forms furnished by the commission a return setting forth the following information ~~with totals rounded to the nearest dollar~~:

1. Gross sales ~~rounded to the nearest dollar~~;
2. The nontaxable portions separately stating the amount of sales revenue attributable to each class of exemption, ~~rounded to the nearest dollar~~;
3. Computation of taxes to be remitted;
4. Calculated discount (if applicable) based on ~~member~~taxing jurisdiction's code; and
5. Such other information as may be required by the commission.

B. Each tax return remitted by a remote seller or marketplace facilitator shall be signed (digital or otherwise) by a responsible individual who shall attest to the completeness and accuracy of the information on the tax return.

C. The commission reserves the right to reject a filed return for failure to comply with the requirements of this Code for up to three months from the date of filing. The commission shall give written notice to a remote seller or marketplace facilitator that a return has been rejected, including the reason for the rejection.

#### **4.30.120110 - Refunds.**

A. Upon request from a buyer or remote seller or marketplace facilitator, the commission shall provide a determination of correct tax rate and amount applicable to the transaction. In the case of an overpayment of taxes, the remote seller or marketplace facilitator shall process the refund and amend any returns accordingly.

B. If the claimant is a remote seller or marketplace facilitator, and the tax refund is owed to any buyer, the remote seller or marketplace facilitator submits, and the commission approves, a refund plan to all affected buyers.

C. ~~Interest will not be paid on tax refund requests filed with the commission.~~

~~D. The ~~member~~taxing jurisdictions may allow a buyer to request a refund directly from the ~~member~~taxing jurisdiction.~~

#### **4.30.130120 - Amended returns.**

A. A remote seller or marketplace facilitator may file an amended sales tax return, with supporting documentation, and the commission may accept the amended return, but only in the following circumstances:

1. The amended return is filed within one year of the original due date for the return; and
2. The remote seller or marketplace facilitator provides a written justification for requesting approval of the amended return; and

3. The remote seller or marketplace facilitator agrees to submit to an audit upon request of the commission.

B. The commission shall notify the remote seller or marketplace facilitator in writing (by email or otherwise) whether the commission accepts or rejects an amended return, including the reasons for any rejection.

C. The commission may adjust a return for a remote seller or marketplace facilitator if, after investigation, the commission determines the figure included in the original returns are incorrect; and the commission adjusts the return within ~~threetwo~~ (3) years of the original due date for the return.

D. A remote seller or marketplace facilitator may file a supplemental sales tax return, with supporting documentation, and the commission may accept the supplemental return, but only in the following circumstances:

1. The remote seller or marketplace facilitator provides a written justification for requesting approval of the supplemental return; and
2. The remote seller or marketplace facilitator agrees to submit to an audit upon request of the commission.

#### **4.30.140130 - Extension of time to file tax return.**

Upon written application of a remote seller or marketplace facilitator, stating the reasons therefor, the commission may extend the time to file a sales tax return but only if the commission finds each of the following:

1. For reasons beyond the remote seller's or marketplace facilitator's control, the remote seller or marketplace facilitator has been unable to maintain in a current condition the books and records that contain the information required to complete the return;
2. Such extension is a dire necessity for bookkeeping reasons and would avert undue hardship upon the remote seller or marketplace facilitator;
3. The remote seller or marketplace facilitator has a plan to cure the problem that caused the remote seller or marketplace facilitator to apply for an extension and the remote seller or marketplace facilitator agrees to proceed with diligence to cure the problem;
4. At the time of the application, the remote seller or marketplace facilitator is not delinquent in filing any other sales tax return, in remitting sales tax to the commission or otherwise in violation of this chapter;
5. No such extension shall be made retroactively to cover existing delinquencies.

#### **4.30.150140 - Audits.**

A. Any remote seller or marketplace facilitator who has registered with the commission, who is required to collect and remit sales tax, or who is required to submit a sales tax return is subject to a discretionary sales tax audit at any time. The purpose of such an audit is to examine the business records of the remote seller or marketplace facilitator in order to determine whether

appropriate amounts of sales tax revenue have been collected by the remote seller or marketplace facilitator and remitted to the commission.

B. The commission is not bound to accept a sales tax return as correct. The commission may make an independent investigation of all retail sales or transactions conducted within the State or member taxing jurisdiction.

C. The records that a remote seller or marketplace facilitator is required to maintain under this chapter shall be subject to inspection and copying by authorized employees or agents of the commission for the purpose of auditing any return filed under this chapter, or to determine the remote seller's or marketplace facilitator's liability for sales tax where no return has been filed.

D. In addition to the information required on returns, the commission may request, and the remote seller or marketplace facilitator must furnish, any reasonable information deemed necessary for a correct computation of the tax.

E. The commission may adjust a return for a remote seller or marketplace facilitator if, after investigation or audit, the commission determines that the figures included in the original return are incorrect, and that additional sales taxes are due; and the commission adjusts the return within ~~threetwo~~ (3) years of the original due date for the return.

F. For the purpose of ascertaining the correctness of a return or the amount of taxes owed when a return has not been filed, the commission may conduct investigations, hearings and audits and may examine any relevant books, papers, statements, memoranda, records, accounts or other writings of any remote seller or marketplace facilitator at any reasonable hour on the premises of the remote seller or marketplace facilitator and may require the attendance of any officer or employee of the remote seller or marketplace facilitator. Upon written demand by the commission, the remote seller or marketplace facilitator shall present for examination, in the office of the commission, such books, papers, statements, memoranda, records, accounts and other written material as may be set out in the demand unless the commission and the person upon whom the demand is made agree to presentation of such materials at a different place.

G. The commission may issue subpoenas to compel attendance or to require production of relevant books, papers, records or memoranda. If any remote seller or marketplace facilitator refuses to obey any such subpoena, the commissioner may refer the matter to the commission's attorney for an application to the superior court for an order requiring the remote seller or marketplace facilitator to comply therewith.

H. Any remote seller, marketplace facilitator, or person engaged in business who is unable or unwilling to submit their records to the commission shall be required to pay the commission for all necessary expenses incurred for the examination and inspection of their records maintained outside the commission.

I. After the completion of a sales tax audit, the results of the audit will be sent to the business owner's address of record.

J. In the event the commission, upon completion of an audit, discovers more than five hundred dollars (\$500.00) in additional sales tax due from a remote seller or marketplace facilitator resulting from a remote seller's or marketplace facilitator's failure to accurately report sales and taxes due thereupon, the remote seller or marketplace facilitator shall bear responsibility for the full cost of the audit. The audit fee assessment will be in addition to interest and penalties

applicable to amounts deemed to be delinquent by the commission at the time of the conclusion of the audit.

**4.30.160150 - Audit or estimated tax protest.**

A. If the remote seller or marketplace facilitator wishes to dispute the amount of the estimate, or the results of an examination or audit, the remote seller or marketplace facilitator must file a written protest with the commission, within thirty (30) calendar days of the date of the notice of estimated tax or results of an audit or examination. The protest must set forth:

1. The remote seller's or marketplace facilitator's justification for reducing or increasing the estimated tax amount, including any missing sales tax returns for the periods estimated; or
2. The remote seller's or marketplace facilitator's reasons for challenging the examination or audit results.

B. In processing the protest, the commission may hold an informal meeting or hearing with the remote seller or marketplace facilitator, either on its own or upon request of the remote seller or marketplace facilitator, and may also require that the remote seller or marketplace facilitator submit to an audit, if one was not previously conducted, or a more formal audit, if an estimation audit was previously performed.

C. The commission shall make a final written determination on the remote seller's or marketplace facilitator's protest and mail a copy of the determination to the remote seller or marketplace facilitator.

D. If a written protest is not filed within thirty (30) days of the date of the notice of estimated tax or the result of a review, audit or examination, then the estimated tax, review, audit or examination result shall be final, due and payable to the commission.

**4.30.170160 - Penalties and interest for late filing.**

A. A late filing fee of twenty-five dollars (\$25.00) per month ~~(or quarter), or fraction thereof,~~ shall be added to all late-filed sales tax returns, until a total of one hundred dollars (\$100.00) has been reached. ~~shall be added to all late-filed sales tax reports in addition to interest and penalties.~~ An incomplete return shall be treated as the filing of no return.

B. Delinquent sales tax bear interest at the rate of fifteen15 percent (15%) per annum until paid.

C. In addition, delinquent sales tax shall be subject to an additional penalty of five percent (5%) per month, or fraction thereof, until a total of twenty20 percent (20%) of delinquent tax has been reached. The penalty does not bear interest.

D. Fees, penalties and interest shall be assessed and collected in the same manner as the tax is assessed and collected, and applied first to fees, penalties and interest, second to past due sales tax.

E. The filing of an incomplete return, or the failure to remit all tax, shall be treated as the filing of no return.

F. A penalty assessed under this section for the delinquent remittance of sales tax or failure to file a sales tax return may be waived by the commission, upon written application of the remote seller or marketplace facilitator accompanied by a payment of all delinquent sales tax, interest and penalty otherwise owed by the remote seller or marketplace facilitator, within forty-five (45)



calendar days after the date of delinquency. A remote seller or marketplace facilitator may not be granted more than one waiver of penalty under this subsection in any one calendar year, in accordance with the commission's penalty waiver policy. The commission shall report such waivers of penalty to the member taxing jurisdiction, in writing.

**4.30.180 - Remote Reseller Certificate of Exemption.**

A. A remote seller with no physical presence in the member jurisdiction purchasing goods or services for the express purpose of resale to buyer(s) located in the member jurisdiction shall apply for a resale certificate through the commission.

B. The Remote Reseller Certificate of Exemption will expire at the end of the calendar year it is issued.

**4.30.190170 - Repayment plans.**

A. The commission may agree to enter into a repayment plan with a delinquent remote seller or marketplace facilitator. No repayment plan shall be valid unless agreed to by both parties in writing.

B. A remote seller or marketplace facilitator shall not be eligible to enter into a repayment plan with the commission if the remote seller or marketplace facilitator has defaulted on a repayment plan in the previous two calendar years.

C. The repayment plan shall include a secured promissory note that substantially complies with the following terms:

1. The remote seller or marketplace facilitator agrees to pay a minimum of ten percent (10%) down payment on the tax, interest and penalty amount due. The down payment shall be applied first to penalty, then to accumulated interest, and then to the tax owed.
2. The remote seller or marketplace facilitator agrees to pay the balance of the tax, penalty and interest owed in monthly installments over a period not to exceed two (2) years.
3. Interest at a rate of fifteen 15 percent (15%) per annum shall accrue on the principal sum due. Interest shall not apply to penalties owed or to interest accrued at the time the repayment plan is executed or accruing during the term of the repayment plan.
4. If the remote seller or marketplace facilitator is a corporation or a limited liability entity, the remote seller or marketplace facilitator agrees to provide a personal guarantee of the obligations under the repayment plan.
5. The remote seller or marketplace facilitator agrees to pay all future tax bills in accordance with the provisions of this chapter.
6. The remote seller or marketplace facilitator agrees to provide a security interest in the form of a sales tax lien for the entire unpaid balance of the promissory note to be recorded by the commission at the time the repayment plan is signed. The remote seller or marketplace facilitator shall be responsible for the cost of recording the tax lien.

D. If a remote seller or marketplace facilitator fails to pay two (2) or more payments in accordance with the terms of as required by the repayment plan agreement, the remote seller or



marketplace facilitator shall be in default and the entire amount owed at the time of default shall become immediately due. The commission will send the remote seller or marketplace facilitator a notice of default. The commission may immediately foreclose on the sales tax lien or take any other remedy available under the law.

**4.30.200180 - Remote seller or marketplace facilitator record retention.**

Remote sellers or marketplace facilitators shall keep and preserve suitable records of all sales made and such other books or accounts as may be necessary to determine the amount of tax which the remote seller or marketplace facilitator is obliged to collect. Remote sellers or marketplace facilitators shall preserve suitable records of sales for a period of six (6) years from the date of the return reporting such sales, and shall preserve for a period of six (6) years all ~~documentation supporting exempted sales~~ invoices of goods ~~or services and merchandise purchased for resale~~, and all such other books, invoices and records as may be necessary to accurately determine the amount of taxes which the remote seller or marketplace facilitator was obliged to collect under this chapter.

**4.30.210190 - Cessation or transfer of business.**

A. A remote seller or marketplace facilitator who sells, leases, conveys, forfeits, ~~assigns, gifts, or otherwise transfers (collectively, a "transfer") or assigns~~ the majority of their business interest, including ~~to~~ a creditor or secured party, shall make a final sales tax return within ~~thirty (30)~~ days after the date of such conveyance.

B. At least ten (10) business days before any such ~~transfer~~ sale is completed, the remote seller or marketplace facilitator shall send to the commission, by approved communication (email confirmation, certified first-class mail, postage prepaid) a notice that the remote seller's or marketplace facilitator's interest is to be conveyed and shall include the name, address and telephone number of the person or entity to whom the interest is to be conveyed.

C. Upon notice of ~~transfer~~ sale and disclosure of buyer, the commission shall be authorized to disclose the status of the remote seller's or marketplace facilitator's sales tax account to the named buyer or assignee.

D. Upon receipt of notice of a ~~sale or~~ transfer, the commission shall send the transferee a copy of this Code with this section highlighted.

E. Neither the commission's failure to give the notice nor the transferee's failure to receive the notice shall relieve the transferee of any obligations under this section.

F. Following receipt of the notice, the commission shall have ~~sixty (60)~~ days in which to perform a final sales tax audit and assess sales tax liability against the ~~remote seller or marketplace facilitator~~ ~~seller of the business~~. If the notice is not mailed at least ten (10) business days before the ~~transfer~~ sale is completed, the commission shall have ~~twelve (12)~~ months from the date of the completion of the ~~transfer~~ sale or the commission's knowledge of the completion of the ~~transfer~~ sale within which to begin a final sales tax audit and assess sales tax liability against the ~~remote seller or marketplace facilitator~~ ~~seller of the business~~. The commission may also initiate an estimated assessment if the requirements for such an assessment exist.

G. A person acquiring any interest of a remote seller or marketplace facilitator in a business required to collect the tax under this chapter assumes the liability of the remote seller or marketplace facilitator for all taxes due the commission, whether current or delinquent, whether known to the commission or discovered later, and for all interest, penalties, costs and charges on such taxes.

H. Before the effective date of the transfer, the transferee of a business shall obtain from the commission an estimate of the delinquent sales tax, penalty and interest, if any, owed by the remote seller or marketplace facilitator as of the date of the transfer, and shall withhold that amount from the consideration payable for the transfer, until the remote seller or marketplace facilitator has produced a receipt from the commission showing that all tax obligations imposed by this chapter have been paid. A transferee that fails to withhold the amount required under this subsection shall be liable to the commission and ~~member~~taxing jurisdiction for the lesser of the amount of delinquent sales tax, penalty and interest due from the remote seller or marketplace facilitator as of the date of transfer, and the amount that the transferee was required to withhold.

I. In this section, the term "transfer" includes the following:

1. A change in voting control, or in more than ~~fifty~~50 percent (50%) of the ownership interest in a remote seller or marketplace facilitator that is a corporation, limited liability company or partnership; or
2. A sale of all or substantially all the assets used in the business of the remote seller or marketplace facilitator; or
3. The initiation of a lease, management agreement or other arrangement under which another person becomes entitled to the remote seller's or marketplace facilitator's gross receipts from sales, rentals or services.

J. Subsection H. of this section shall not apply to any person who acquires their ownership interest in the ongoing business as a result of the foreclosure of a lien that has priority over the commission's sales tax lien.

K. Upon termination, dissolution or abandonment of a ~~corporate~~business ~~entity~~, any officer having control or supervision of sales tax funds collected, or who is charged with responsibility for the filing of returns or the payment of sales tax funds collected, shall be personally liable for any unpaid taxes, interest, administrative costs and penalties on those taxes if such ~~person~~officer willfully fails to pay or cause to be paid any taxes due from the corporation. In addition, regardless of willfulness, each director, ~~member, or general partner~~ of the ~~entity~~corporation shall be jointly and severally liable for unpaid amounts. The ~~person~~officer shall be liable only for taxes collected which became due during the period he or she had the control, supervision, responsibility or duty to act for the corporation. This section does not relieve the ~~entity~~corporation of other tax liabilities or otherwise impair other tax collection remedies afforded by law.

L. A remote seller or marketplace facilitator who terminates the business without the benefit of a purchaser, successor or assign shall make a final tax return and settlement of tax obligations within ~~thirty~~ (30) days after such termination. If a final return and settlement are not received within ~~thirty~~ (30) days of the termination, the remote seller or marketplace facilitator shall pay a penalty of ~~one hundred dollars~~ (\$100.00), plus an additional penalty of ~~twenty-five dollars~~

(\$25.00) for each additional ~~thirty-~~ (30-) day period, or part of such a period, during which the final return and settlement have not been made, for a maximum of six ~~(6)~~ additional periods.

**4.30.220200 - Use of information on tax returns.**

A. Except as otherwise provided in this chapter, all returns, reports and information required to be filed with the commission under this Code, and all information contained therein, shall be kept confidential and shall be subject to inspection only by:

1. Employees and agents of the commission and ~~member~~taxing jurisdiction whose job responsibilities are directly related to such returns, reports and information;
2. The person supplying such returns, reports and information; and
3. Persons authorized in writing by the person supplying such returns, reports and information.

B. The commission will release information described in subsection A. of this section pursuant to subpoena, order of a court or administrative agency of competent jurisdiction, and where otherwise required by law to do so.

C. Notwithstanding subsection A. of this section, the following information is available for public inspection:

1. The name and address of sellers ~~and marketplace facilitators~~;
2. Whether a business is registered to collect taxes under this chapter;
3. The name and address of businesses that are ~~sixty~~ (60) days or more delinquent in filing returns or in remitting sales tax, or both filing returns and remitting sales tax; and, if so delinquent, the amount of estimated sales tax due, and the number of returns not filed.

D. The commission may provide the public statistical information related to sales tax collections, provided that no information identifiable to a particular remote seller or marketplace facilitator is disclosed.

E. Nothing contained in this section shall be construed to prohibit the delivery to a person, or their duly authorized representative, of a copy of any return or report filed by them, nor to prohibit the publication of statistics so classified as to prevent the identification of particular buyers, remote sellers, or marketplace facilitators, nor to prohibit the furnishing of information on a reciprocal basis to other agencies or political subdivisions of the state or the United States concerned with the enforcement of tax laws.

F. Nothing contained in this section shall be construed to prohibit the disclosure through enforcement action proceedings or by public inspection or publication of the name, estimated balance due, and current status of payments, and filings of any remote seller or marketplace facilitator or agent of any remote seller or marketplace facilitator required to collect sales taxes or file returns under this chapter, who fails to file any return and/or remit in full all sales taxes due within ~~thirty~~ (30) days after the required date for that business. Entry into any agreement whether pursuant to the provisions of this chapter or otherwise shall not act as any prohibition to

disclosure of the records of that remote seller or marketplace facilitator as otherwise provided in this chapter.

G. A prospective lessee or purchaser of any business or business interest may inquire as to the obligation or tax status of any business upon presenting to the commission a release of tax information request signed by the authorized agent of the business.

H. Except as otherwise provided herein, aAll returns referred to in this chapter, and all data taken therefrom, shall be kept secure from public inspection, and from all private inspection.

#### **4.30.230210 - Violations.**

A. A remote seller or marketplace facilitator that fails to file a sales tax return or remit sales tax when due, in addition to any other liability imposed by this Code, shall pay to the commission all costs incurred by the commission to determine the amount of the remote seller's or marketplace facilitator's liability or to collect the sales tax, including, without limitation, reviewing and auditing the remote seller's or marketplace facilitator's business records, collection agency fees, and actual reasonable attorney's fees.

B. A person who causes or permits a corporation of which the person is an officer or director, a limited liability company of which the person is a member or manager, or a partnership of which the person is a partner, to fail to collect sales tax or to remit sales tax to the commission as required by this Code shall be liable to the commission for the amount that should have been collected or remitted, plus any applicable interest and penalty.

C. Notwithstanding any other provision of law, and whether or not the commission initiates an audit or other tax collection procedure, the commission may bring a declaratory judgment action against a remote seller or marketplace facilitator believed to meet the criteria to establish that the obligation to remit sales tax is applicable and valid under local, state and federal law. The action shall be brought in the judicial district of the membertaxing jurisdiction.

D. The commission may cause a sales tax lien to be filed and recorded against all real and personal property of a remote seller or marketplace facilitator where the remote seller or marketplace facilitator has:

1. Failed to file sales tax returns for two (2) consecutive filing periods as required by the Code; or
2. Failed within sixty (60) days of the end of the filing period from which taxes were due to either (a) remit all amounts due or (b) to enter into a secured payment agreement as provided in this Code.
3. Prior to filing a sales tax lien, the commission shall cause a written notice of intent to file to be mailed to the last known address of the delinquent remote seller or marketplace facilitator.

E. In addition to other remedies discussed in this Code, the commission may bring a civil action to:

1. Enjoin a violation of this Code. On application for injunctive relief and a finding of a violation or threatened violation, the superior court shall enjoin the violation.

2. Collect delinquent sales tax, penalty, interest and costs of collection, either before or after estimating the amount of sales tax due.

3. Foreclose a recorded sales tax lien as provided by law.

F. All remedies hereunder are cumulative and are in addition to those existing at law or equity.

**4.30.240220 - Penalties for violations.**

A. ~~In the event that a penalty provided below is different from the sale penalty in the member jurisdiction's sales tax code, the penalty prescribed in the member jurisdiction's sales tax code will apply.~~

~~BA.~~ buyer, remote seller, or marketplace facilitator who knowingly or negligently submits false information in a document filed with the commission pursuant to this Code is subject to a penalty of ~~five hundred dollars~~ (\$500.00).

~~CB.~~ A remote seller or marketplace facilitator who knowingly or negligently falsifies or conceals information related to its business activities with the commission or ~~member~~taxing jurisdiction is subject to a penalty of ~~five hundred dollars~~ (\$500.00).

~~DC.~~ A person who knowingly or negligently provides false information when applying for a certificate of exemption is subject to a penalty of ~~five hundred dollars~~ (\$500.00).

~~D.~~ Any remote seller or marketplace facilitator who fails to file a return by the due date required under this chapter, regardless of whether any taxes were due for the reporting period for which the return was required, shall be subject to a penalty of \$25.00 for the first sales tax return not timely filed. The filing of an incomplete return shall be treated as the filing of no return.

E. A remote seller or marketplace facilitator who fails or refuses to produce requested records or to allow inspection of their books and records shall pay to the commission a penalty equal to three (3) times any deficiency found or estimated by the commission with a minimum penalty of ~~five hundred dollars~~ (\$500.00).

F. A remote seller or marketplace facilitator who falsifies or misrepresents any record filed with the commission is guilty of an infraction and subject to a penalty of ~~five hundred dollars~~ (\$500.00) per record.

G. Misuse of an exemption card is a violation and subject to a penalty of ~~fifty dollars~~ (\$50.00) per incident of misuse.

H. Nothing in this chapter shall be construed as preventing the commission from filing and maintaining an action at law to recover any taxes, penalties, interest and/or fees due from a remote seller or marketplace facilitator. The commission may also recover attorney's fees in any action against a delinquent remote seller or marketplace facilitator.

~~4.30.230 - Sellers with a physical presence in the taxing jurisdiction.~~

~~A. Sellers with a physical presence in a taxing jurisdiction and no remote or internet-based sales shall report and remit to, and comply with standards of, including audit authority, the taxing jurisdiction.~~

~~B. Sellers with a physical presence in a taxing jurisdiction that also have remote or internet-based sales where the point of delivery is in a different taxing jurisdiction shall (i) report and remit the remote or internet sales to the commission; and ii) report and remit the in-store sales to the taxing jurisdiction.~~

~~C. Sellers with a physical presence in a taxing jurisdiction that also have remote or internet-based sales where the point of delivery is in the same taxing jurisdiction shall report and remit those remote sales to the taxing jurisdiction.~~

~~D. Sellers and marketplace facilitators that do not have a physical presence in a taxing jurisdiction must report and remit all remote sales to the commission.~~

~~E. For all purchases, the tax rate added to the sale price shall be as provided in the taxing jurisdiction's sales tax code, based on point of delivery.~~

~~F. A marketplace facilitator is considered the remote seller for each sale facilitated through its marketplace and shall collect, report, and remit sales tax to the commission. A marketplace facilitator is not considered to be the remote seller for each sale or rental of lodging facilitated through its marketplace, wherein the seller is considered to have a physical presence in the taxing jurisdiction.~~

#### **4.30.250240 - Remittance of tax; remote seller held harmless.**

A. Any remote seller or marketplace facilitator that collects and remits sales tax to the commission as provided by law may use an electronic database of state addresses that is certified by the commission pursuant to subsection (C) of this section to determine the jurisdictions to which tax is owed.

B. Any remote seller or marketplace facilitator that uses the data contained in an electronic database certified by the commission pursuant to subsection (C) of this section to determine the jurisdictions to which tax is owed shall be held harmless for any tax, charge, or fee liability to any ~~taxing~~ jurisdiction that otherwise would be due solely as a result of an error or omission in the database.

C. Any electronic database provider may apply to the commission to be certified for use by remote sellers or marketplace facilitators pursuant to this section. Such certification shall be valid for three (3) years. In order to be certified, an electronic database provider shall have a database that satisfies the following criteria:

1. The database shall designate each address in the state, including, to the extent practicable, any multiple postal address applicable to one location and the taxing jurisdictions that have the authority to impose a tax on purchases made by purchasers at each address in the state.

2. The information contained in the electronic database shall be updated as necessary and maintained in an accurate condition. In order to keep the database accurate, the database provider shall provide a convenient method for ~~taxing~~ jurisdictions that may be affected by the use of the database to inform the provider of apparent errors in the database. The provider shall have a process in place to promptly correct any errors brought to the provider's attention.

**4.30.260 - Savings Clause.**

If any provision of chapter 4.30, the Alaska Remote Seller Sales Tax Code, or chapter 4.28, Sales Tax, is determined by the commission or an adjudicatory body of competent jurisdiction to discriminate against a remote seller in favor of a local seller with a physical presence in the Borough, the discriminatory provision shall continue in effect only to the extent such provision does not discriminate against a remote seller, and the comparable code provision applicable to a local seller will apply to a remote seller, and the remainder of chapter 4.30 and chapter 4.28 shall continue in full force and effect.

**4.30.270250 - Definitions.**

Whenever the following words and terms are used in this chapter, they shall have the meaning herein ascribed unless the context clearly indicates otherwise. Other definitions are found in the definitional section of the membertaxing jurisdiction's general sales tax ordinance.

"Buyer" or "purchaser" means a person to whom a sale of property or product is made or to whom a service is furnished.

"Commission" means the Alaska Remote Seller Sales Tax Commission established by agreement between local government taxing jurisdictions within Alaska, and delegated tax collection authority.

"Delivered electronically" means delivered to the purchaser by means other than tangible storage media.

"Delivery charges" means charges by the seller of personal property or services for preparation and delivery to a location designated by the purchaser of personal property or services, including, but not limited to, transportation, shipping, postage, handling, crating and packing.

"Entity-based exemption" means an exemption based on who purchases the product or who sells the product. An exemption that is available to all individuals shall not be considered an entity-based exemption.

"Goods for resale" means:

- A. The sale of goods by a manufacturer, wholesaler or distributor to a retail vendor; sales to a wholesale or retail dealer who deals in the property sold, for the purpose of resale by the dealer.
- B. Sales of personal property as raw material to a person engaged in manufacturing components for sale, where the property sold is consumed in the manufacturing process of, or becomes an ingredient or component part of, a product manufactured for sale by the manufacturer.
- C. Sale of personal property as construction material to a licensed building contractor where the property sold becomes part of the permanent structure.

"Lease" or "rental" means any transfer of possession or control of tangible personal property for a fixed or indeterminate term for consideration. A lease or rental may include future options to purchase or extend.

"Local sale" means a sale by a seller with a physical presence in a taxing jurisdiction, where the point of delivery is a location within the same taxing jurisdiction.



"Marketplace" means a physical or electronic place, platform or forum, including a store, booth, internet website, catalog or dedicated sales software application, where products or services are offered for sale.

"Marketplace facilitator" means a person that contracts with remote sellers to facilitate for consideration, regardless of whether deducted as fees from the transaction, the sale of the remote seller's property, product or services through a physical or electronic marketplace operated by the person, and engages:

- A. Directly or indirectly, through one or more affiliated persons in any of the following:
  1. Transmitting or otherwise communicating the offer or acceptance between the buyer and remote seller;
  2. Owning or operating the infrastructure, electronic or physical, or technology that brings buyers and remote sellers together;
  3. Providing a virtual currency that buyers are allowed or required to use to purchase products from the remote seller; or
  4. Software development or research and development activities related to any of the activities described in B. of this subsection, if such activities are directly related to a physical or electronic marketplace operated by the person or an affiliated person; and
- B. In any of the following activities with respect to the seller's products:
  1. Payment processing services;
  2. Fulfillment or storage services;
  3. Listing products for sale;
  4. Setting prices;
  5. Branding sales as those of the marketplace facilitator;
  6. Order taking;
  7. Advertising or promotion; or
  8. Providing customer service or accepting or assisting with returns or exchanges.

"Marketplace seller" means a person that makes retail sales through any physical or electronic marketplace that is operated by a marketplace facilitator.

"Member jurisdiction" means a taxing jurisdiction that is a signatory of the Alaska Intergovernmental Remote Seller Sales Tax Agreement, thereby members of the commission, and who have adopted the Alaska Remote Seller Sales Tax Code. In this chapter 4.30, it refers to the Petersburg Borough.

"Monthly" means occurring once per calendar month.

"Person" means an individual, trust, estate, fiduciary, partnership, limited liability company, limited liability partnership, corporation, or any other legal entity.

"Physical presence" for purposes of section 4.30.230 means a seller who establishes any one or more of the following within the member a local taxing jurisdiction:



1. Has any office, distribution or sales house, warehouse, storefront, or any other place of business within the boundaries of the ~~member~~local taxing jurisdiction;
2. Solicits business or receiving orders through any employee, agent, salesman, or other representative within the boundaries of the ~~member~~local taxing jurisdiction ~~or engages in activities in this state that are significantly associated with the seller's ability to establish or maintain a market for its products in this state;~~
3. Provides services or holds inventory within the boundaries of the ~~member~~local taxing jurisdiction;
4. Rents or leases property located within the boundaries of the ~~member~~local taxing jurisdiction.

A seller that establishes a physical presence within the ~~member~~local taxing jurisdiction in any calendar year will be deemed to have a physical presence within the ~~member~~local taxing jurisdiction for the following calendar year.

"Point of delivery" means the location at which property or a product is delivered or service rendered.

A. When the product is not received or paid for by the purchaser at a business location of a remote seller in ~~the member~~a taxing jurisdiction, the sale is considered delivered to the location where receipt by the purchaser (or the purchaser's recipient, designated as such by the purchaser) occurs, including the location indicated by instructions for delivery as supplied by the purchaser (or recipient) and as known to the seller.

B. When the product is received or paid for by a purchaser who is physically present at a business location of a remote seller in ~~the member~~a taxing jurisdiction, the sale is considered to have been made in the ~~member~~taxing jurisdiction where the purchaser is present even if delivery of the product takes place in another taxing jurisdiction. Such sales are reported and tax remitted directly to the ~~member~~taxing jurisdiction, not to the commission.

C. When the service is not received by the purchaser at a business location of a remote seller, the service is considered delivered to the location where the purchaser receives the service.

D. For products or services transferred electronically, or other sales where the remote seller or marketplace facilitator lacks a delivery address for the purchaser, the remote seller or marketplace facilitator shall consider the point of delivery of the sale to be the billing address of the buyer.

"Product-based exemptions" means an exemption based on the description of the product and not based on who purchases the product or how the purchaser intends to use the product.

"Professional services" means services performed by architects, attorneys at law, certified public accountants, dentists, engineers, land surveyors, surgeons, veterinarians, and practitioners of the healing arts (the arts and sciences dealing with the prevention, diagnosis, treatment and cure or alleviation of human physical or mental ailments, conditions, diseases, pain or infirmities) and such occupations that require a professional license under Alaska Statute.

"Property" and "product" and "good" means both tangible property, an item that can be seen, weighed, measured, felt, or touched, or that is in any other manner perceptible to the senses; and

intangible property, anything that is not physical in nature (i.e.; intellectual property, brand recognition, goodwill, trade, copyright and patents).

"Quarter" means trimonthly periods of a calendar year; January—March, April—June, July—September, and October—December.

"Receive or receipt" for purposes of section 4.30.030 and the definition of "Point of Delivery" means:

- A. Taking possession of property or product;
- B. Making first use of services;
- C. Taking possession or making first use of digital goods, whichever comes first.

The terms "receive" and "receipt" do not include temporary possession by a shipping company on behalf of the purchaser.

"Remote sales" means sales of goods or services by a remote seller or marketplace facilitator.

"Remote seller" means a seller or marketplace facilitator making sales of goods or services ~~for delivery~~ delivered within the State of Alaska, without having a physical presence in ~~the member a~~ taxing jurisdiction in which delivery is made, ~~or conducting business between taxing jurisdictions, when sales are made by internet, mail order, phone or other remote means. A marketplace facilitator shall be considered the remote seller for each sale facilitated through its marketplace.~~

"Resale of services" means sales of intermediate services to a business where the charge for which will be passed directly by that business to a specific buyer.

"Sale" or "retail sale" means any sale of services for any purpose other than for resale, or any transfer of property or product for consideration for any purpose other than for resale.

"Sales price or purchase price" means the total amount of consideration, including cash, credit, property, products, and services, for which property, products, or services are sold, leased, or rented, valued in money, whether received in money or otherwise, without any deduction for the following:

- A. The seller's cost of the property or product sold;
- B. The cost of materials used, labor or service cost, interest, losses, all costs of transportation to the seller, all taxes imposed on the seller, and any other expense of the seller;
- C. Charges by the seller for any services necessary to complete the sale, other than delivery and installation charges;
- D. Delivery charges;
- E. Installation charges; and
- F. Credit for any trade-in, as determined by state law.

"Seller" means a person making sales of property, products, or services, or a marketplace facilitator facilitating sales on behalf of a seller.

"Services" means all services of every manner and description, which are performed or furnished ~~for compensation outside the taxing jurisdiction,~~ and delivered electronically or otherwise into

the ~~member~~taxing jurisdiction ~~(but excluding any that are rendered physically within the taxing jurisdiction)~~, including but not limited to:

1. Professional services;
2. Services in which a sale of property or product may be involved, including property or products made to order;
3. Utilities and utility services not constituting a sale of property or products, including but not limited to sewer, water, solid waste collection or disposal, electrical, telephone services and repair, natural gas, cable or satellite television, and Internet services;
4. The sale of transportation services;
5. Services rendered for compensation by any person who furnishes any such services in the course of his trade, business, or occupation, including all services rendered for commission; and
6. Advertising, maintenance, recreation, amusement, and craftsman services.

"Tax cap" means a maximum taxable transaction.

"Taxing jurisdiction" means a local government in Alaska that has a sales tax, ~~and is a member of the Alaska Remote Seller Sales Tax Commission.~~

"Transferred electronically" means obtained by the purchaser by means other than tangible storage media.

#### **4.30.280260 - Supplemental definitions.**

For purposes of this chapter, the commission may promulgate supplemental definitions that are incorporated into this remote seller sales tax code, provided that they are not in conflict with or contrary to definitions set forth in ~~chapter 4.28, the general sales tax ordinance of the taxing jurisdiction.~~ Supplemental definitions are available at [www.arsstc.org](http://www.arsstc.org). Provisions of the supplemental definitions that are amended, deleted, or added prior to or after the effective date of the latest amendment to this chapter shall be applicable for purposes of this chapter on the effective date provided for such amendments, deletions, or additions, including retroactive provisions.

**Section 4. Severability:** If any provision of this ordinance or any application to any person or circumstance is held invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected.

**Section 5. Effective Date:** This Ordinance shall become effective immediately upon final passage.

**Passed and approved by the Petersburg Borough Assembly, Petersburg, Alaska this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

\_\_\_\_\_  
**Mark Jensen, Mayor**

**TTEST:**

\_\_\_\_\_  
**Debra K. Thompson, Borough Clerk**

Adopted:  
Noticed:  
Effective:



To: ARSSTC Members

From: Clinton Singletary, Statewide Municipal Sales Tax Director

Re: Uniform Code Updates – March 2021

Over the months of December & January, Commission staff met weekly with representatives from member jurisdictions to discuss and work through numerous code updates that Commission staff have been accumulating over the last year. Many of these needed updates are more clerical in nature, but several are more substantive and will have a clear impact on the Commission and/or member jurisdictions.

Following is a breakdown of the more substantive updates that were agreed upon by the Code Update Working Group, including a brief justification / background of why the update is being recommended.

At its February 24, 2021 meeting, the ARSSTC Board of Directors formally approved the proposed updates to the Uniform Code.

Code Section	Description	Justification / Background
Section 040(A)	Threshold calculation updated to include current year, not just previous calendar year.	Not as limiting a timeframe since there are now two time windows to be examined in determining threshold.
Section 050	Was the old Section 230; renamed section to more accurate description; included language for local sale.	No change to the original intent of this section. Section title better describes goal of section and inclusion of “local sale” better describes the type of transaction. “Local Sale” was also added as a new definition.
Section 080 A & B	Remove registration requirement for marketplace sellers who only sell on marketplaces.	Tax would already be collected by the marketplace, the seller would have nothing to report. Versions of this can be found in other states. Added affidavit requirement.
Section 080 (H)	Member jurisdiction business license clarification	Add language explaining that registration as remote seller satisfies jurisdiction business license requirements, but only if seller does not have physical presence in jurisdiction. Common question from sellers.
Section 090 (B)	Allow for annual filing frequency, dependent on member jurisdiction code allowances.	Will be modifying filing frequency change policy to only grant annual if no taxable sales.
Section 110 (A)	Clarifies rounding language	Specifies that only gross sales and exempt sales should be rounded.
Section 120 (C)	Interest on refund requests	Specifies that the Commission will not pay interest on refund requests.





Section 170 (A)	Late Filing fee language	Update late filing fee to max out at 4 months, same as penalty in C.
Section 170 (F)	Penalty Waivers	The code specifies the timeframe in which a waiver can be requested and limits the waiver to one a year. Waiver policy will be developed to fine-tune the number of waivers allowed and the circumstances that will qualify for a waiver.
Section 180	Remote Reseller Certificate	Codifies the existence of the remote reseller certificate
Section 240	Penalty cleanup / clarification	Paragraph A was added to defer to member jurisdiction penalties if the member penalty is different.
Section 260	Savings Clause	Removed old paragraph E on late filing fees since that is a duplicate of Section 170.
Section 270 – Definitions		Provides discrimination protection.
	Local sale	Used in Section 050
	Marketplace	Used in conjunction with definition of marketplace seller, for purposes of Section 080
	Marketplace Seller	For purposes of Section 080
	Point of Delivery	Added paragraph C specific to POD for services
	Remote Seller	Cleaned up definition to focus on a seller making sales into jurisdiction where the seller does not have physical presence. Applies to both in-state & out of state sellers.
	Services	Updated definition to specify any service provided which is delivered into a member jurisdiction.

**Other Changes throughout the Uniform Code**

- Throughout the code the use of the term jurisdiction was updated to focus on either taxing jurisdiction or member jurisdiction. These definitions were updated such that taxing jurisdiction is just a jurisdiction in Alaska with a sales tax. Member jurisdiction is a taxing jurisdiction that has adopted the Uniform Code.
- Sections 100(C), 130(C), 150(E), and 200 were all standardized for a 3-year timeframe, instead of the varying years.



# UNITED FISHERMEN OF ALASKA

**Mailing Address:** PO Box 20229, Juneau AK 99802-0229  
**Physical Address:** 410 Calhoun Ave Ste 101, Juneau AK 99801  
**Phone:** (907)586-2820 **Email:** ufa@ufa-fish.org  
**Website:** www.ufafish.org

March 10, 2021

Mayor Mark Jensen

Dear Mayor Jensen,

My name is Frances Leach and I am the Executive Director of the United Fishermen of Alaska (UFA) in Juneau. I am writing to inquire if the City and Borough of Petersburg might be interested in joining UFA as a community supporting member. UFA is the largest statewide commercial fishing trade association, representing 37 commercial fishing organizations from fisheries throughout the state and its offshore waters. Our mission is to promote and protect the common interests of Alaska's commercial fishing industry as a vital component of Alaska's social and economic well-being. UFA's strength is a direct function of the breadth of our member groups that comprise our Board of Directors. We would welcome community supporting members such as the City and Borough of Petersburg that are not currently UFA members to join and support the economic benefits provided the State and local businesses by the commercial fishing industry.

Supporting community membership costs \$300 a year. Community supporting members have the communities web link included on UFA site (pasted below). You can see the list of communities and businesses that are members of UFA right now represent a broad spectrum of the fishing community. Each supporting community member also receives a membership certificate and UFA decals that can be displayed in public places to demonstrate your support of the commercial fishing industry. We know from experience that such support is much appreciated by our hundreds of permit holders and crew who live throughout the State.

I very much appreciate your time and consideration. If you'd like to discuss this letter further I would be happy to do so at your convenience. My number is 586-2820.

<http://www.ufafish.org/member-organizations/business-members/>

Sincerely,

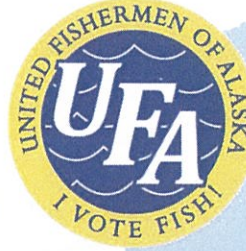
Frances H. Leach  
 Executive Director

#### MEMBER ORGANIZATIONS

Alaska Bering Sea Crabbers • Alaska Longline Fishermen's Association • Alaska Scallop Association • Alaska Trollers Association  
 Alaska Whitefish Trawlers Association • Area M Seiners Association • At-sea Processors Association • Bristol Bay Fishermen's Association  
 Bristol Bay Regional Seafood Development Association • Bristol Bay Reserve • Cape Barnabas, Inc. • Concerned Area "M" Fishermen  
 Cook Inlet Aquaculture Association • Cordova District Fishermen United • Douglas Island Pink and Chum • Freezer Longline Coalition • Fishing Vessel Owners Assn  
 Groundfish Forum • Kenai Peninsula Fishermen's Association • Kodiak Crab Alliance Cooperative • Kodiak Regional Aquaculture Association • Kodiak Seiners  
 Association • North Pacific Fisheries Association • Northern Southeast Regional Aquaculture Association • Northwest Setnetters Association • Petersburg Vessel Owner  
 Association • Prince William Sound Aquaculture Corporation • Purse Seine Vessel Owner Association • Seafood Producers Cooperative • Southeast Alaska Herring  
 Conservation Alliance • Southeast Alaska Fisherman's Alliance • Southeast Alaska Regional Dive Fisheries Association • Southeast Alaska Seiners  
 Southern Southeast Regional Aquaculture Association • United Catcher Boats • United Southeast Alaska Gillnetters  
 Valdez Fisheries Development Association



# Petersburg City & Borough



United Fishermen of Alaska  
PO Box 20229  
Juneau, AK 99802-0229  
Phone 907.586.2820  
ufa@ufafish.org  
www.ufafish.org

## 2018 Commercial Fishing and Seafood Processing Facts

**Petersburg ranked as the #25 fishing port in the U.S. by weight and the #24 port by value, with landings of 35.3 million pounds of seafood worth \$44.7 million in 2018.<sup>6</sup>**

### JOBS - FISHING

#### Permit holders, crew and vessels:

Commercial fishing permit holders: **488<sup>1</sup>**  
Total permits owned: **1,088<sup>1</sup>**  
Permit holders who fished: **370<sup>1</sup>**  
Commercial crewmember license holders: **395<sup>2</sup>**  
Permit holders who fished plus crew: **765<sup>1,2</sup>**  
Percentage of local population who fished: **23.9%<sup>1,2,4</sup>**  
Commercial vessels home ported: **620<sup>3</sup>**; owned: **583<sup>3</sup>**;

**Each of these individual small and family businesses represents investment, employment, and income in the Petersburg Borough and Census Area.**

### INCOME

Estimated **ex-vessel income** by Petersburg-based fishermen: **\$50.5 million<sup>1</sup>**

Earnings generated from commercial fishing circulated in the local economy through property and sales taxes; purchases of homes, rentals, hotels, electricity, entertainment, fuel, vehicles, food, repair and maintenance parts, transportation, travel, medical, and other services. **Virtually every business in the Petersburg community benefits from commercial fishing dollars.**

### JOBS - PROCESSING

Seafood processing jobs in Petersburg: **651<sup>5</sup>**  
Alaska resident processing jobs: 181<sup>5</sup> (**27.8%**)  
Total processing wages: **\$10.1 million<sup>5</sup>**  
Alaska resident processing wages: **\$4.9 million<sup>5</sup> (47.93%)**  
Number of processing facilities: **8<sup>4</sup>**

#### Footnotes - Sources:

- Commercial fishing permit activity and estimated harvest and earnings by permit holder are from the Alaska Commercial Fishery Entry Commission (CFEC) for Petersburg Census Area, online at [https://www.cfec.state.ak.us/fishery\\_statistics/earnings.htm](https://www.cfec.state.ak.us/fishery_statistics/earnings.htm).
- Crew numbers are from Alaska Department of Fish and Game commercial crew license list, and are the number of full year adult resident license holders who list their address in a given community. [http://www.adfg.alaska.gov/index.cfm?adfg=license\\_licensefile](http://www.adfg.alaska.gov/index.cfm?adfg=license_licensefile)
- Vessel numbers are from CFEC database data found online at <https://www.cfec.state.ak.us/plook/#downloads> and are a count of commercial fishing licensed vessels that list home port or ownership in a given community.
- Number of processing facilities, and population data used to calculate the percentage of residents who fished, are from the Alaska Department of Commerce, Community, and Economic Development (DCCED) Community Database: <https://www.commerce.alaska.gov/dora/DCRAExternal>.
- Processor employment and wage data is from the Alaska Department of Labor at <http://live.laborstats.alaska.gov/seafood/seafoodstatewide.cfm>.
- NOAA, NMFS Office of Science and Technology, see reports "Total Commercial Fishery Landings at Major U.S. Ports" ranked by value and by weight at <http://www.st.nmfs.noaa.gov/commercial-fisheries/commercial-landings/index>.
- Revenue figures are from the Alaska Department of Revenue Shared Taxes report: <http://www.tax.alaska.gov/programs/sourcebook/index.aspx>

### ...AND MORE JOBS

In addition to direct harvester and processor workers, fisheries related jobs include hatcheries, fuel, accountants, consultants, air and water travel, hardware and marine repair and supply businesses, advocacy and marketing organizations, air cargo crew, freight agents, and scientists. Much of the seafood harvested in Petersburg was shipped or flown out, providing many more jobs.

**Government related jobs include** Alaska Department of Fish and Game • U.S. Forest Service • Fish and Wildlife Protection/Alaska Department of Public Safety • Docks and Harbors • Hatcheries • Alaska State Troopers • United States Coast Guard • University of Alaska School of Fisheries • Alaska Sea Grant Marine Advisory program, and more.

### REVENUE to the State and Community through Fishery Taxes ...

FY 2018 shared taxes – **Petersburg received \$893,722 in fisheries business and landing taxes** through the municipal tax-sharing program from Petersburg fisheries landings and businesses.<sup>7</sup> The State of Alaska received a like amount.

### LEGISLATIVE DISTRICT

Petersburg is in House District 35, Senate District R.

**The Petersburg Census Area includes Petersburg, Kake, Kupreanof, and Port Alexander.**

**Salmon is the most abundant and valuable species to Petersburg Census Area fishermen, with total landings of over 24.6 million pounds worth more than \$23.3 million.<sup>1</sup>**



**PETERSBURG BOROUGH  
RESOLUTION #2021-09**

**A RESOLUTION AUTHORIZING THE PUBLIC SALE OF PARCEL #01-003-521  
LOCATED AT 306 SANDY BEACH ROAD BY PUBLIC AUCTION**

**WHEREAS**, the Petersburg Borough owns property located at 306 Sandy Beach Road, more particularly described as follows ("the property"):

Lot 6A, Block 231, US Survey 1252A, Section 26, Township 58S, Range 79E, Copper River Meridian, Petersburg Recording District, (Borough parcel # 01-003-521); and

**WHEREAS**, the property has a 2020 assessed value of \$56,800; and

**WHEREAS**, the property has previously been determined not needed for a public use, and was included in a public land sale authorized under Assembly Resolution #2016-23; and

**WHEREAS**, the property was not purchased in the land sale, nor over-the-counter for the one-year period thereafter as permitted under PMC 16.12.150; and

**WHEREAS**, a number of parties have now expressed interest in purchasing the parcel; and

**WHEREAS**, the Assembly wishes to offer the parcel for public sale by outcry auction.

**THEREFORE, BE IT RESOLVED** by the Assembly of the Petersburg Borough:

**Section 1:** Pursuant to PMC 16.12.100(D)(1), said property shall be sold at public sale by outcry auction to be held on Monday, August 23, 2021 at 4:00 p.m. in the Assembly Chambers located at 12 S. Nordic Drive, Petersburg, Alaska. The minimum bid price is set forth below:

Parcel #	Legal Description	Physical Address	Assessed Value	Administrative Fee (advertising, surveying, title, deed recording, legal)	Minimum Bid
01-003-521	Lot 6A, BLK 231, US Survey 1252A, Section 26, Township 58S, Range 79E, Copper River Meridian	306 Sandy Beach Road	\$56,800	Boundary Survey - \$3,130 Lot Consolidation - \$50 Est. Recording Fees - \$40 Est. Advertising Fees - \$200	\$60,220

**Section 2:** The Assembly finds that the property is not needed for a public purpose.

**Section 3:** Any individual participating in the public sale must be eighteen (18) years of age or older as of the date of submittal of a bid.

**Section 4:** Immediately following the Assembly's declaration of the highest qualified bid, the successful bidder, or bidder's legal representative, shall sign a Contract of Sale, in the form attached, whereby bidder agrees to purchase the property for the bid price, and further agrees to all other terms and conditions set forth in this Resolution and in the Contract of Sale.

**Section 5:** The Assembly does not require the construction of improvements within a specified period of time as a condition of a conveyance of this Borough property.

**Section 6:**

- a. The property will be conveyed via quitclaim deed, in form as attached hereto.
- b. The property is sold "as is, where is", in its current condition and with all faults.

The Borough expressly makes no representations regarding, and disclaims any liability for, the property, including but not limited to (1) the condition of the property and any improvements located thereon; (2) the exact location or size of the property, the existence of markers on the property, or the ability or cost of surveying the property; (3) the status or insurability of title to the property, including the existence of any liens, encumbrances or conditions on the property, of record or not of record, including but not limited to matters which would have been disclosed by a survey or physical inspection of the property; (4) the ability of the Buyer to utilize the property and/or any improvements in any fashion and for any particular purpose or use; and (5) the existence, or the potential for installation, of utilities on or to the property. The Seller makes no representations, warranties or guarantees, express or implied, as to quality, merchantability or suitability of the property for a particular purpose or use. The property is sold subject to all platted easements, rights-of-way and reservations, and may only be used for the purpose for which it is zoned.

- c. All bidders should personally inspect the property and make their own determination as to whether the land will meet their needs. The bidder assumes the entire risk as to a property's quality and suitability for intended use. All future uses of the land must comply with applicable federal, state and municipal laws.

**Section 7:** The successful bidder shall pay a minimum of five percent (5%) of a property's total purchase price as a deposit within fourteen (14) calendar days of the expiration of the appeal period set out in PMC 16.12.110A, and the remaining balance in full within ninety (90) calendar days thereafter. If an appeal of the bid award is timely filed under PMC 16.12.110, the deposit is due from the successful bidder within fourteen (14) calendar days of the decision on the appeal by the Assembly, and the remaining balance is due in full within ninety (90) calendar days thereafter. A quitclaim deed shall not be issued until payment in full of the purchase price has been made. If a purchaser fails to timely make payment in full, the deposit is forfeited to the Borough unless an extension of no more than ten (10) calendar days to pay the balance is authorized in writing by the Borough Manager.

**Section 8:** If the property is not sold at the public sale, it may be sold on a first-come, first-serve basis under PMC 16.12.150.

**Section 9:** In the event a purchaser defaults, by either failing to timely make the required deposit, or by failing to pay the remaining purchase price within the required period, the purchaser shall have no further rights to purchase the property under the public sale, and the property shall become available for over-the-counter sale, on a first-come, first serve basis, for the amount equal to the highest qualified bid offered at the public sale. In the event that more than one offer is received by the Borough on the same calendar day for purchase of a property, the purchaser shall be chosen by lot.

**Section 10:** The Borough Manager is authorized to sign, on behalf of the Borough, the conveyance documents.

**EFFECTIVE DATE.** This resolution shall become effective on the day after the date of its passage.

**Passed and Approved by the Petersburg Borough Assembly on July 5, 2021.**

\_\_\_\_\_  
**Jeigh Stanton Gregor, Vice Mayor**

**ATTEST:**

\_\_\_\_\_  
**Rebecca A. Regula, Deputy Clerk**

**Parcel #: 01-003-521**

**Physical Address:** 306 Sandy Beach Road - Uplands

**Zoned:** Single Family – Residential

**Legal Description:** Lot 6A; BLK 231; US Survey 1252A; Section 26; Township 58S; Range 79E, Copper River Meridian

**Size:** 18,002 sq ft (.413 acres)

**2020 Assessed Value:** \$56,800

**Electric:** Power is available at the front of the lot

**Water/Wastewater:** Water and Wastewater utilities are available to this lot at the property line. The water is a ¾" residential service. The sewer is a 6" ductile iron lateral.

**Other comments:** Survey completed. This lot is above Sandy Beach Road and has developed lots on both sides.



## CONTRACT OF SALE

This contract of sale is made between the Petersburg Borough, whose address is P.O. Box 329, Petersburg, Alaska, 99833, hereinafter the Seller, and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter the Buyer. If Buyer is an individual, s/he represents that s/he is 18 years of age or older. If this contract of sale is being executed by Buyer's authorized representative, the written authorization, or copy thereof, is attached hereto.

1. Upon the following terms and conditions, and those set out in Assembly Resolution #2021-09 and Ordinance #2016-14 of the Petersburg Borough, Seller hereby agrees to sell and convey, and Buyer agrees to purchase, the following described real property:

**Lot 6A, Block 231, US Survey 1252A, Section 26, T 58S, R 79E, CRM  
Parcel #01-003-521, Located at 306 Sandy Beach Road, Petersburg, Alaska**

2. (a) The total purchase price is \$\_\_\_\_\_, payable as follows: A deposit equal to a minimum of five percent (5%) of the purchase price shall be paid to the Seller within five (5) business days of the date of execution of this contract of sale, and the balance of the purchase price shall be paid in full to the Seller within ninety (90) calendar days of execution of this contract of sale. Conveyance of the property to the Buyer shall be by quitclaim deed upon payment of the full purchase price.

(b) In the event that an appeal of the bid award is filed and the bid award to Buyer is upheld in the decision on appeal by the Assembly, the deposit is due within five (5) calendar days of the Assembly's decision, and the balance of the purchase price shall be paid in full within ninety (90) calendar days of the Assembly's decision.

(c) If the Buyer defaults, by either failing to timely make the required deposit or by failing to timely pay the balance of the purchase price, any deposit made by Buyer shall be forfeited to the Seller and the Buyer shall have no further rights whatsoever to purchase the property. This section is not intended to limit any other legal remedy available to the Seller.

3. The property, and any improvements located thereon, is sold "as is, where is", in its current condition and with all faults. The Seller expressly makes no representations regarding, and disclaims any liability for, the property, and/or any improvements located thereon, including but not limited to (1) the condition of the property and any improvements located thereon; (2) the exact location or size of the property, the existence of markers on the property, or the ability or cost of surveying the property; (3) the status or insurability of title to the property, including the existence of any liens, encumbrances or conditions on the property; (4) the ability of the Buyer to utilize the property and/or any improvements in any fashion and for any particular purpose or use; and (5) the existence, or the potential for installation, of utilities on or to the property. The Seller makes no representations, warranties or guarantees, express or implied, as to quality, merchantability or suitability of the property for a particular purpose or use.

4. The property is sold subject to all platted easements, rights-of-way and reservations, and may only be used for the purpose for which it is zoned. The property is sold subject to all other liens, encumbrances, and conditions, of record or not of record, including but not limited to matters which would have been disclosed by a survey or physical inspection of the property.

IN WITNESS WHEREOF, this contract of sale has been duly executed by the parties thereto.

**SELLER, Petersburg Borough**

\_\_\_\_\_  
(signature)  
By: Stephen Giesbrecht  
Its: Borough Manager

Date: \_\_\_\_\_

STATE OF ALASKA                    )  
  )ss.  
FIRST JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that before me, the undersigned Notary Public for Alaska, duly commissioned and sworn as such, personally appeared Stephen Giesbrecht, to me known to be the Borough Manager of the Petersburg Borough, and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed and on behalf and under proper authority of the Petersburg Borough for the uses and purposes therein mentioned.

WITNESS my hand and official seal this \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC in and for Alaska  
My Commission Expires: \_\_\_\_\_

**BUYER**

\_\_\_\_\_  
Name of Buyer (please print)

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that before me, the undersigned Notary Public for Alaska, duly commissioned and sworn as such, personally appeared \_\_\_\_\_, to me known to be the individual described herein, and who executed the foregoing instrument, and acknowledged to me that s/he signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC in and for Alaska  
My Commission Expires: \_\_\_\_\_

**PETERSBURG BOROUGH  
RESOLUTION #2021-10**

**A RESOLUTION AUTHORIZING THE PUBLIC SALE OF PARCELS #03-210-310  
AND 03-213-040 ON KUPREANOF ISLAND BY PUBLIC AUCTION**

**WHEREAS**, the Petersburg Borough acquired property through foreclosure located on Kupreanof Island more particularly described as follows (“the properties”):

Parcel C, Lot 5, Section 14, Township 60S, Range 79E, Copper River Meridian,  
Petersburg Recording District, (Borough parcel #03-210-310)

and

Lot 12, Green Rocks Subdivision, Section 23, Township 60S, Range 79E,  
Copper River Meridian, Petersburg Recording District, (Borough parcel #03-213-  
040); and

**WHEREAS**, the properties have an assessed value of \$6,500 (parcel #03-210-310) and \$15,400 (parcel #03-213-040); and

**WHEREAS**, the properties have been determined not needed for a public purpose by Ordinances #2021-06 and #2121-07; and

**WHEREAS**, the Assembly wishes to offer the parcels for public sale by outcry auction.

**THEREFORE, BE IT RESOLVED** by the Petersburg Borough Assembly:

**Section 1:** Pursuant to PMC 16.12.060(A), said properties shall be sold at public sale by outcry auction to be held on Monday, August 23, 2021 at 4:00 p.m. in the Assembly Chambers located at 12 S. Nordic Drive, Petersburg, Alaska. The minimum bid price is set forth below:

Parcel #	Legal Description	Physical Address	Assessed Value	Other Expenses (advertising, surveying, title, deed recording, legal)	Minimum Bid
03-210-310	Parcel C, Lot 5, Section 14, Township 60S, Range 79E, Copper River Meridian	Kupreanof Island Waterfront	\$6,500	Est. recording fees \$40 Est. advertising fees \$200	\$6,740
02-213-040	Lot 12, Green Rocks Subdivision, Section 23, Township 60S, Range 79E, Copper River Meridian	Kupreanof Island Waterfront	\$15,400	Est. recording fees \$40 Est. advertising fees \$200	\$15,640

**Section 2:** The Assembly finds that the properties are not needed for a public purpose.



**Section 3:** Any individual participating in the public sale must be eighteen (18) years of age or older as of the date of submittal of a bid.

**Section 4:** Immediately following the Assembly's declaration of the highest qualified bid for either property, the successful bidder, or bidder's legal representative, shall sign a Contract of Sale, in the form attached, whereby bidder agrees to purchase the property for the bid price, and further agrees to all other terms and conditions set forth in this Resolution and in the Contract of Sale.

**Section 5:** The Assembly does not require the construction of improvements within a specified period of time as a condition of a conveyance of these Borough properties.

**Section 6:**

- a. The property will be conveyed via quitclaim deed, in form as attached hereto.
- b. The property is sold "as is, where is", in its current condition and with all faults.

The Borough expressly makes no representations regarding, and disclaims any liability for, the property, including but not limited to (1) the condition of the property and any improvements located thereon; (2) the exact location or size of the property, the existence of markers on the property, or the ability or cost of surveying the property; (3) the status or insurability of title to the property, including the existence of any liens, encumbrances or conditions on the property, of record or not of record, including but not limited to matters which would have been disclosed by a survey or physical inspection of the property; (4) the ability of the Buyer to utilize the property and/or any improvements in any fashion and for any particular purpose or use; and (5) the existence, or the potential for installation, of utilities on or to the property. The Seller makes no representations, warranties or guarantees, express or implied, as to quality, merchantability or suitability of the property for a particular purpose or use. The property is sold subject to all platted easements, rights-of-way and reservations, and may only be used for the purpose for which it is zoned.

- c. All bidders should personally inspect the property and make their own determination as to whether the land will meet their needs. The bidder assumes the entire risk as to a property's quality and suitability for intended use. All future uses of the land must comply with applicable federal, state and municipal laws.

**Section 7:** The successful bidder shall pay a minimum of five percent (5%) of a property's total purchase price as a deposit within fourteen (14) calendar days of the expiration of the appeal period set out in PMC 16.12.110A, and the remaining balance in full within ninety (90) calendar days thereafter. If an appeal of the bid award is timely filed under PMC 16.12.110, the deposit is due from the successful bidder within fourteen (14) calendar days of the decision on the appeal by the Assembly, and the remaining balance is due in full within ninety (90) calendar days thereafter. A quitclaim deed shall not be issued until payment in full of the purchase price has been made. If a purchaser fails to timely make payment in full, the deposit is forfeited to the Borough unless an extension of no more than ten (10) calendar days to pay the balance is authorized in writing by the Borough Manager.

**Section 8:** If the property is not sold at the public sale, it may be sold on a first-come, first-serve basis under PMC 16.12.150.

**Section 9:** In the event a purchaser defaults, by either failing to timely make the required deposit, or by failing to pay the remaining purchase price within the required period, the purchaser shall have no further rights to purchase the property under the public sale, and the property shall become available for over-the-counter sale, on a first-come, first serve basis, for the amount equal to the highest qualified bid offered at the public sale. In the event that more than one offer is received by the Borough on the same calendar day for purchase of a property, the purchaser shall be chosen by lot.

**Section 10:** The Borough Manager is authorized to sign, on behalf of the Borough, the conveyance documents.

**EFFECTIVE DATE.** This resolution shall become effective on the day after the date of its passage.

**Passed and Approved by the Petersburg Borough Assembly on July 5, 2021.**

\_\_\_\_\_  
**Jeigh Stanton Gregor, Vice Mayor**

**ATTEST:**

\_\_\_\_\_  
**Rebecca A. Regula, Deputy Clerk**

**Parcel #: 03-210-310**

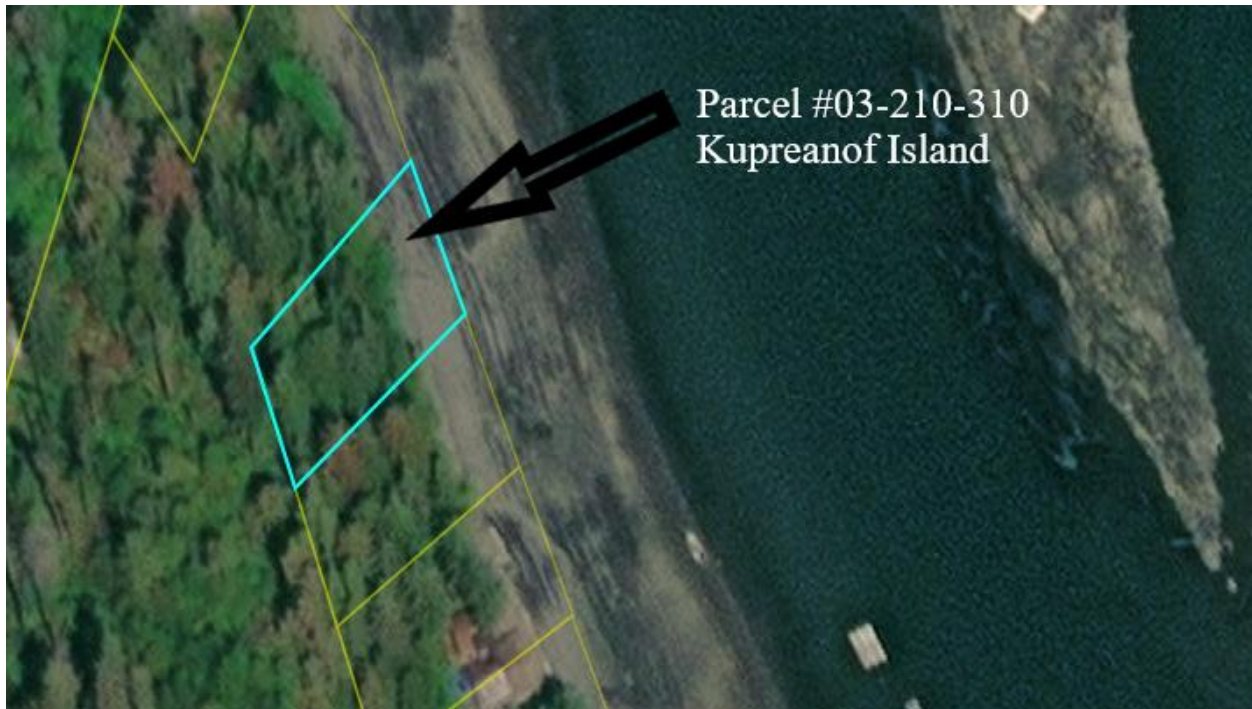
**Physical Address:** Kupreanof Island Waterfront

**Zoned:** No Zoning

**Legal Description:** Parcel C, Lot 5, Section 14, Township 60S, Range 79E, Copper River Meridian

**Size:** 12,415 sq ft

**2020 Assessed Value:** \$6,500



**Parcel #:** 03-213-040

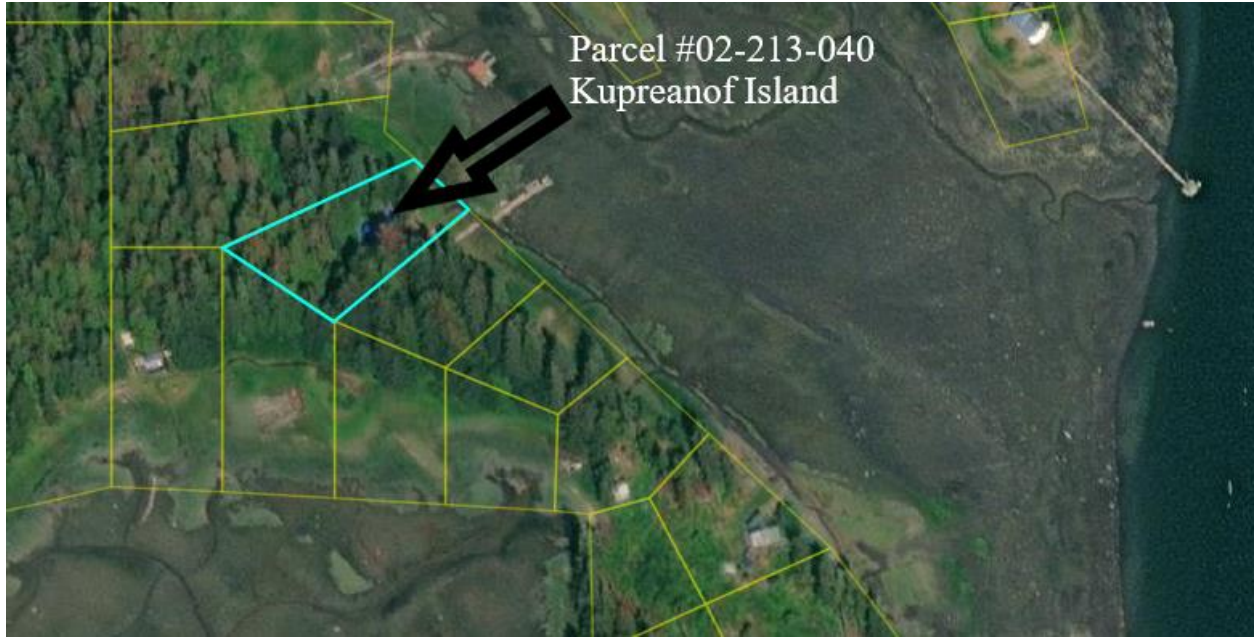
**Physical Address:** Kupreanof Island Waterfront

**Zoned:** No Zoning

**Legal Description:** Lot 12, Green Rocks Subdivision, Section 23, Township 60S, Range 79E, Copper River Meridian

**Size:** 33,375 sq ft

**2020 Assessed Value:** \$15,400



## CONTRACT OF SALE

This contract of sale is made between the Petersburg Borough, whose address is P.O. Box 329, Petersburg, Alaska, 99833, hereinafter the Seller, and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter the Buyer. If Buyer is an individual, s/he represents that s/he is 18 years of age or older. If this contract of sale is being executed by Buyer's authorized representative, the written authorization, or copy thereof, is attached hereto.

1. Upon the following terms and conditions, and those set out in Assembly Resolution #2021-10 and Ordinance #2021-07 of the Petersburg Borough, Seller hereby agrees to sell and convey, and Buyer agrees to purchase, the following described real property:

**Parcel C, Lot 5, Section 14, Township 60S, Range 79E, Copper River Meridian  
Parcel #03-210-310, Located on Kupreanof Island, Petersburg Borough, Alaska**

2. (a) The total purchase price is \$\_\_\_\_\_, payable as follows: A deposit equal to a minimum of five percent (5%) of the purchase price shall be paid to the Seller within five (5) business days of the date of execution of this contract of sale, and the balance of the purchase price shall be paid in full to the Seller within ninety (90) calendar days of execution of this contract of sale. Conveyance of the property to the Buyer shall be by quitclaim deed upon payment of the full purchase price.

(b) In the event that an appeal of the bid award is filed and the bid award to Buyer is upheld in the decision on appeal by the Assembly, the deposit is due within five (5) calendar days of the Assembly's decision, and the balance of the purchase price shall be paid in full within ninety (90) calendar days of the Assembly's decision.

(c) If the Buyer defaults, by either failing to timely make the required deposit or by failing to timely pay the balance of the purchase price, any deposit made by Buyer shall be forfeited to the Seller and the Buyer shall have no further rights whatsoever to purchase the property. This section is not intended to limit any other legal remedy available to the Seller.

3. The property, and any improvements located thereon, is sold "as is, where is", in its current condition and with all faults. The Seller expressly makes no representations regarding, and disclaims any liability for, the property, and/or any improvements located thereon, including but not limited to (1) the condition of the property and any improvements located thereon; (2) the exact location or size of the property, the existence of markers on the property, or the ability or cost of surveying the property; (3) the status or insurability of title to the property, including the existence of any liens, encumbrances or conditions on the property; (4) the ability of the Buyer to utilize the property and/or any improvements in any fashion and for any particular purpose or use; and (5) the existence, or the potential for installation, of utilities on or to the property. The Seller makes no representations, warranties or guarantees, express or implied, as to quality, merchantability or suitability of the property for a particular purpose or use.

4. The property is sold subject to all platted easements, rights-of-way and reservations, and may only be used for the purpose for which it is zoned. The property is sold subject to all other liens, encumbrances, and conditions, of record or not of record, including but not limited to matters which would have been disclosed by a survey or physical inspection of the property.

IN WITNESS WHEREOF, this contract of sale has been duly executed by the parties thereto.

**SELLER, Petersburg Borough**

\_\_\_\_\_  
(signature)  
By: Stephen Giesbrecht  
Its: Borough Manager

Date: \_\_\_\_\_

STATE OF ALASKA                    )  
  )ss.  
FIRST JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that before me, the undersigned Notary Public for Alaska, duly commissioned and sworn as such, personally appeared Stephen Giesbrecht, to me known to be the Borough Manager of the Petersburg Borough, and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed and on behalf and under proper authority of the Petersburg Borough for the uses and purposes therein mentioned.

WITNESS my hand and official seal this \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC in and for Alaska  
My Commission Expires: \_\_\_\_\_

**BUYER**

\_\_\_\_\_  
Name of Buyer (please print)

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that before me, the undersigned Notary Public for Alaska, duly commissioned and sworn as such, personally appeared \_\_\_\_\_, to me known to be the individual described herein, and who executed the foregoing instrument, and acknowledged to me that s/he signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC in and for Alaska  
My Commission Expires: \_\_\_\_\_

CONTRACT OF SALE

This contract of sale is made between the Petersburg Borough, whose address is P.O. Box 329, Petersburg, Alaska, 99833, hereinafter the Seller, and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter the Buyer. If Buyer is an individual, s/he represents that s/he is 18 years of age or older. If this contract of sale is being executed by Buyer's authorized representative, the written authorization, or copy thereof, is attached hereto.

1. Upon the following terms and conditions, and those set out in Assembly Resolution #2021-10 and Ordinance #2021-06 of the Petersburg Borough, Seller hereby agrees to sell and convey, and Buyer agrees to purchase, the following described real property:

**Lot 12, Green Rocks Subdivision, Section 23, Township 60S, Range 79E, Copper River Meridian, Parcel #03-213-040, Located on Kupreanof Island, Petersburg Borough, Alaska**

2. (a) The total purchase price is \$\_\_\_\_\_, payable as follows: A deposit equal to a minimum of five percent (5%) of the purchase price shall be paid to the Seller within five (5) business days of the date of execution of this contract of sale, and the balance of the purchase price shall be paid in full to the Seller within ninety (90) calendar days of execution of this contract of sale. Conveyance of the property to the Buyer shall be by quitclaim deed upon payment of the full purchase price.

(b) In the event that an appeal of the bid award is filed and the bid award to Buyer is upheld in the decision on appeal by the Assembly, the deposit is due within five (5) calendar days of the Assembly's decision, and the balance of the purchase price shall be paid in full within ninety (90) calendar days of the Assembly's decision.

(c) If the Buyer defaults, by either failing to timely make the required deposit or by failing to timely pay the balance of the purchase price, any deposit made by Buyer shall be forfeited to the Seller and the Buyer shall have no further rights whatsoever to purchase the property. This section is not intended to limit any other legal remedy available to the Seller.

3. The property, and any improvements located thereon, is sold "as is, where is", in its current condition and with all faults. The Seller expressly makes no representations regarding, and disclaims any liability for, the property, and/or any improvements located thereon, including but not limited to (1) the condition of the property and any improvements located thereon; (2) the exact location or size of the property, the existence of markers on the property, or the ability or cost of surveying the property; (3) the status or insurability of title to the property, including the existence of any liens, encumbrances or conditions on the property; (4) the ability of the Buyer to utilize the property and/or any improvements in any fashion and for any particular purpose or use; and (5) the existence, or the potential for installation, of utilities on or to the property. The Seller makes no representations, warranties or guarantees, express or implied, as to quality, merchantability or suitability of the property for a particular purpose or use.



4. The property is sold subject to all platted easements, rights-of-way and reservations, and may only be used for the purpose for which it is zoned. The property is sold subject to all other liens, encumbrances, and conditions, of record or not of record, including but not limited to matters which would have been disclosed by a survey or physical inspection of the property.

IN WITNESS WHEREOF, this contract of sale has been duly executed by the parties thereto.

**SELLER, Petersburg Borough**

\_\_\_\_\_  
(signature)  
By: Stephen Giesbrecht  
Its: Borough Manager

Date: \_\_\_\_\_

STATE OF ALASKA                    )  
  )ss.  
FIRST JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that before me, the undersigned Notary Public for Alaska, duly commissioned and sworn as such, personally appeared Stephen Giesbrecht, to me known to be the Borough Manager of the Petersburg Borough, and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed and on behalf and under proper authority of the Petersburg Borough for the uses and purposes therein mentioned.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC in and for Alaska  
My Commission Expires: \_\_\_\_\_

**BUYER**

\_\_\_\_\_  
Name of Buyer (please print)

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that before me, the undersigned Notary Public for Alaska, duly commissioned and sworn as such, personally appeared \_\_\_\_\_, to me known to be the individual described herein, and who executed the foregoing instrument, and acknowledged to me that s/he signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC in and for Alaska  
My Commission Expires: \_\_\_\_\_

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MEMORANDUM

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**TO:** MAYOR JENSEN AND BOROUGH ASSEMBLY  
**FROM:** KARL HAGERMAN, EOC INCIDENT COMMANDER   
**SUBJECT:** TRAVELER TESTING CONTRACT AMENDMENT #4  
**DATE:** 6/30/2021  
**CC:** STEPHEN GIESBRECHT, MANAGER  
 DEBRA THOMPSON, CLERK

In June of 2020, the Assembly approved a contract with the State of Alaska to supply greeting, screening and testing services at the James A. Johnson Airport in Petersburg. The Borough hired greeters and screeners and entered into a Memorandum of Agreement with the Medical Center for the testing required at the airport. The State has reimbursed the Borough for all expenses associated with the ongoing effort.

Two previous extensions to this contract have been proposed by the State of Alaska and approved by the Assembly. The current extension expires on June 30, 2021. However, the State is proposing to extend the contract until September 30, 2021 in order to support ongoing testing that is recommended by its travel related Health Advisories. The services will be changed to include testing and related services, but no greeting and screening services are proposed after June 30. Also, and with State approval, the traveler testing will be transitioned to the PMC campus and away from the airport tent. The Borough remains as the “contractor” of the State, but all services related to testing of travelers will be provided by the PMC, as the Borough’s sub-contractor.

The new extension request will reimburse the Borough up to a total of \$1,276,425.00 for traveler testing services (from June 8, 2020 – September 30, 2021). If the extension is approved, PMC’s MOA will be amended to pay them up to \$1,101,600.00 for testing services, as outlined in the State’s contract and the MOA.

It is in the Borough’s best interest to approve extension of this contract to continue to provide free, locally available traveler testing services in Petersburg. A recommended motion would be:

**I move to approve Amendment #4 of the State of Alaska contract C0620-523 to extend traveler testing services at the Petersburg Medical Center to September 30, 2021 for a total payment to the Borough of \$1,276,425.00; and to amend the MOA with the Petersburg Medical Center to reflect the extension and setting a not-to-exceed value of the MOA at \$1,101,600.00.**

Thank you for your consideration.

**State of Alaska**  
**Amendment to Professional Services Contract**

1. Agency Contract Number C0620-523
2. Solicitation Number (if used)
3. Optional Renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Years remaining <u>0</u>
4. Financial Coding
5. Agency Assigned Encumbrance Number
6. Amendment Number Four (4)

This agreement is between the State of Alaska,		
7. Department of Health and Social Services Health and Social Services/ COVID-19 Emergency Operations Center (EOC) hereafter the State, and		
8. Contractor Petersburg Borough hereafter the Contractor		
Mailing Address PO Box 329	Street or P.O. Box	City Petersburg
		State AK
		ZIP Code 99833
9. Original period of performance From: June 5, 2020 To: June 30, 2021		10. Amended period of performance From: June 5, 2020 To: September 30, 2021
11. Previous amount of contract to date: \$ 968,225.00	12. Amount of this amendment: \$ 308,200.00	13. This amended contract shall not exceed a total of: \$ 1,276,425.00
<p>14. In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor are amended as follows: This amendment expands the duties listed in Appendix C of the Contract. It also adds funding to compensate for the additional timeline.</p> <p>All other terms and conditions of the contract remain in effect.</p> <p>In full consideration of the Contractor's performance under and including this amendment, the State shall pay the Contractor a total not to exceed \$ 1,276,425.00</p> <p>IN WITNESS WHEREOF the parties hereto have executed this amendment.</p> <p><b>Notice:</b> This amendment has no effect until signed by the head of the contracting agency, project director and head contracting agency or designee.</p>		
15. <b>CONTRACTOR</b>		17. <b>CERTIFICATION:</b>
Name of Firm Petersburg Borough		I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.
Signature of Authorized Representative	Date	
Typed or Printed Name of Authorized Representative Karl Hagerman		
Title Petersburg EOC Incident Commander		
16. <b>CONTRACTING AGENCY</b>		Signature of Head Contracting Agency or Designee
Health and Social Services, EOC		Date
Signature of Project Director	Date	Typed or Printed Name of Authorizing Official Amy Burke
Typed or Printed Name of Project Director Amy O'Connor		
Signature of Division Director	Date	
Typed or Printed Name of Division Director Heidi Hedberg		Title Section Chief – Grants, Procurement & Facilities



## Appendix C – Amendment 4 Description of Services

### Scope of Work

Contractor shall oversee COVID 19 customer and testing services at the Petersburg Airport. Services must be provided to all travelers pursuant to the most recent applicable Health Orders/Mandates that may be issued during the time of the contract. (<https://covid19.alaska.gov/travelers/>).

### Amendment 4

This amendment, Amendment 4, changes implemented as of this amendment are:

- This contract remains in effect through September 30, 2021 pursuant to current emergency mandates/declarations established by the State of Alaska and may be canceled at any time should such COVID-19 screening/testing requirements cease. Notice will be provided to the contractor as soon as possible, should the services be discontinued.
- The contractor shall use the most up to date guidelines from the State of Alaska, as per <https://covid19.alaska.gov/travelers/> to assist and expedite passengers through COVID-19 testing process upon arrival in Alaska.
- The contractor shall acquire the equipment necessary to meet the needs of the contract, for efficient and timely testing of passengers electing to complete the recommended COVID-19 testing.
- Traveler testing shall comply with the most recent Health Order/Mandate.
- Funding for directional signage to assist passengers to receive testing / vaccines.
- All other terms and conditions remain unchanged.

### Assessment/adjustment

- The contractor and project manager agree to meet as needed to assess functionality of all services and adapt to meet the current need. This may include scaling services up or down, implementing new processes, and considering new workflows. The State will maintain the final authority for these adjustments, and approval must be obtained prior to implementation.

### Transition of Services – End of Contract Term

- The State of Alaska's Procurement Code requires the purchase of services to be competitively solicited at the termination of a contract. This may result in a change of contractors from one contract term to another. Should that occur at the termination of this contract, the incumbent vendor is required to assist by facilitating a smooth transfer of the contracted functions to a new vendor or back to the purchasing agency.

## Appendix D – Amendment 4 Payment for Services

Payment for services provided shall not exceed \$1,276,425.00 for the period of performance of this contract.

### Estimated Daily Rate for Services

Services shall be billed at actual costs for services used.

For the purposes of this contract, the following formula is used as an estimate:

- Laboratory Specimens: \$100/each test
- Staff Hours: \$50/hour
- Packaging and Shipping: \$100/per day
- PPE: \$50/per day
- Facility Charge: \$1,000/per day

**Total Estimated Daily Rate - \$3,350.00 per day**

The rates above shall be used to scale these services up or down as may be deemed necessary. Any variation to the formula above must be approved in advance by the Project Director, prior to implementation.

### Invoicing

The Contractor shall submit invoices to the address specified below no later than 30 days after the end the period for which services were performed. Failure to include the required information on the invoice may cause an unavoidable delay to the payment process. The State will pay all invoices within thirty (30) days of invoice approval by the Project Director.

The invoice must:

- Reference the Contractor's name, address and phone number
- Reference the contract number: C0620-523
- Include an invoice number
- Reference the Alaska Division of Public Health – Emergency Operations Center (DPH - EOC)
- itemize the contractual services provided during the period invoiced as described in Appendix C

Email invoices to:

[hss.fms.contracts.invoicing@alaska.gov](mailto:hss.fms.contracts.invoicing@alaska.gov)

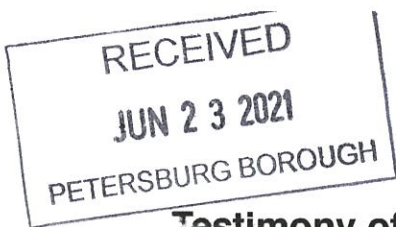
(please reference the contract C0620-523 in the subject line)

At the conclusion or termination of the contract, the contractor shall submit all final billings and / or invoices within 60 calendar days, or 2 months from the date of the conclusion or termination of contract.

Late billings and / or invoices may be at risk of losing reimbursement.

Notwithstanding any other provision of this contract, it is understood and agreed that the State shall withhold payment at any time the Contractor fails to perform work as required under Appendix C and/or D of this contract.





## Testimony of Eric Lee for the June 21, 2021 Petersburg Borough Assembly Meeting

My name is Eric Lee. I represent myself. I have a few comments and suggestions for questions to Senator Murkowski regarding the Natives Without Land bill.

My first comment regards question number two sent in by the assembly which reads: "If this legislation is enacted, will the newly formed corporations refund the 'in lieu' benefits they have received since 1971?"

The question and the response are a little difficult for the layperson to understand, so in an effort to provide clarity I will share the way the issue was explained to me, by someone who was directly involved in the drafting of the original language in the Alaska Native Claims Settlement Act (ANCSA) that covers revenue sharing. The person I corresponded with stated that it was recognized at the time that the native people that were not eligible to be enrolled in any native corporation needed compensation as well as those who did qualify.

So, in lieu of receiving land of their own with which they could generate revenues through resource extraction they would receive compensation from monies generated by the resource extraction on lands owned by the corporations that qualified. So that's really it in a nutshell.

This revenue-sharing arrangement was considered fair and equitable at the time as it was recognized that under this agreement the Without Land shareholders would generally receive dividend checks that would be larger than their corporation shareholder counterparts.

The person I corresponded with also said that the language in ANCSA regarding revenue-sharing of resource extraction monies was drafted before the timber and oil booms started in the 1970's.

The timber and oil booms that began shortly after ANCSA was passed, resulted in generating much greater compensation to Without Land shareholders than had been anticipated at the time the revenue-sharing language was written.

The answer to the question of whether the new corporations would have to pay back the money they received since 1971 was "No."

An informative follow-up question would be: "Does this bill provide for the five new village corporations to pay into the revenue-sharing agreement of ANCSA?"

To be equitable to the Native corporations that contributed revenues into the ANCSA revenue sharing agreement by the depletion of their timber and oil, the five new village corporations should contribute under the same agreement.

So this is an important question regarding equity— which is hopefully the goal of all of this.

Another aspect of the bill to be considered is the precedent-setting nature of the bill. It seems that a bill such as this which does not abide by the original ANCSA criteria for village corporation

status could have the potential for setting a new precedent that could have far-reaching implications for all Alaska.

So it is a very important subject to discuss, hopefully before the bill is introduced and the dialogue moves to D.C. where it is difficult for Alaskans to participate and be heard. The dialogue gets taken over by people with their own interests and it's just hard for us to communicate in an effective way once that bill is introduced—or any bill.

Question 29 seems to be related to the question of precedent-setting. It reads: "Will ANCSA have to be modified to make this lands and infrastructure transfer possible?"

The first sentence of the response is: "ANCSA will be amended to establish the new Urban Corporations for Southeast Alaska."

So, an important question is, "What part of ANCSA would be amended? What would that consist of? Would this amendment have the potential for setting any new precedent regarding the eligibility criteria of ANCSA?"

I think it would be good to have a draft of any language that has been worked out regarding that amendment to ANCSA. If the Assembly could hear that it would be very informative and helpful in the process.

These are important questions and I urge the Assembly to frame them in an appropriate manner and submit them to Senator Murkowski's office with a request for a prompt reply. I think there is no reason they can't change their way of answering and be more prompt. We deserve it. They have not done their research that would have answered a lot of these questions. So we certainly deserve to have these questions answered and not be rushed into any decision regarding the information they come back with.

That's all I have. Thank you.

Eric Lee

A handwritten signature in blue ink that reads "Eric Lee". The signature is written in a cursive, flowing style.





## Petersburg Medical Center

103 Fram Street  
PO Box 589  
Petersburg, AK 99833

Phone: 907-772-4291  
Fax: 907-772-3085

June 24, 2021

Petersburg Borough Assembly  
PO Box 329  
Petersburg, Alaska 99833

Dear Assembly:

I am writing this letter in the wake of the presentation given by Dr. Elliot Bruhl, Senior VP and Chief Medical Officer for SEARHC, at the Assembly Meeting on June 7, 2021. It is my understanding through the public Assembly Meeting that the Mayor, through conversations with the City Manager, invited a SEARHC representative to come to Petersburg and give a presentation regarding what their organization purportedly could contribute to the future of health care delivery in Petersburg. Given the topic, it seems odd that no one from the Petersburg Medical Center (PMC) Hospital Board or Management was invited to this presentation to the Assembly.

The PMC Hospital Board has significant concerns that many of the key managerial functions vested in the PMC Hospital Board were completely bypassed and ignored. The PMC Hospital Board was not notified, consulted or invited to this meeting and presentation. We discovered that the invitation to address the Assembly was made by the Mayor through other means. We find it concerning for the following reasons:

- The Mayor invited a representative from SEARHC without following an established process that recognizes the PMC Hospital Board's role in this process.
- The invitation was made without any involvement or notice to the PMC Hospital Board following passage of an Assembly Resolution strongly supporting the PMC Hospital Board's role in this process toward moving the new hospital project forward.
- The only non-supportive Assembly Member was the Mayor.
- The amended agenda to allow the CEO of PMC to speak after SEARHC's presentation was fully supported by the Assembly except a no-vote by the Mayor.

The Borough Ordinances, as I understand them, clearly delineate the role of the PMC Hospital Board regarding decisions concerning health care and health care delivery in the Petersburg area.

The Petersburg Borough Code of Ordinances gives the PMC Hospital Board exclusive control over the PMC real property:

*Guiding Values: Integrity - Dignity - Professionalism - Team Work - Quality*

§3.50.060 (A). **Powers with respect to property.** The custody, management and maintenance of the hospital, hospital buildings and associated facilities, and of the real property on which the hospital, hospital buildings and associated facilities are situated, together with all other improvements to the real property and all personal property, including equipment, furnishings and supplies, are entrusted to the hospital board.

Likewise, the PMC Hospital Board must be consulted about the sale of any PMC assets:

§3.50.060 (B). **Powers with respect to property.** The board shall adopt, subject to assembly approval, procedures for competitive bidding, and exceptions thereto, for the purchase, sale, lease, and exchange of real property in the custody of the board. Any sale or exchange of real property, or any lease of real property for a term exceeding ten years, including extensions, must be approved by the assembly.

The Borough Assembly does not get involved unless the sale or exchange exceeds a ten year term.

The PMC Hospital Board has exclusive power and authority over the PMC property:

§3.50.060 (C). **Powers with respect to property.** The hospital board has full power and authority to buy, sell, lease, exchange, replace, transfer, operate, improve, maintain and repair equipment, furnishings, supplies and any other personal property for hospital purposes, as it deems advisable. The board shall adopt, subject to assembly approval, procedures for competitive bidding, and exceptions thereto, for purchases, sales, leases and exchanges of such personal property.

Similarly, the PMC Hospital Board has the exclusive power to operate PMC:

§3.50.070 (A). **Power to operate hospital.** The hospital board has full power and authority to operate the hospital and associated facilities, as it deems advisable in the best interests of the public's health, subject to the provisions of this Chapter and applicable State and Federal law.

In short, I do not see how any discussions with SEARHC proceed in any meaningful way without the active involvement of the PMC Hospital Board. Excluding the PMC Hospital Board appears to be contrary to the Borough Code of Ordinances and the recently adopted Assembly Resolution.

It is vital that the PMC Hospital Board work collaboratively and in full support with the Assembly and the community. Closed door conversations by the Mayor without including the PMC Hospital Board does not serve the community and allows outside entities to undermine the community. We believe that had the Mayor shared with us that he was having a SEARHC representative coming over or even asked us to have a SEARHC representative come to Petersburg this would have been a much better way to keep both the PMC Hospital Board and the Assembly working cooperatively as envisioned by the Borough Ordinances and the recently adopted Resolution. Usurping the established process sends a message of division and uncertainty to the community and to PMC staff (both current and future) wondering whether their jobs are secure and whether PMC is the place to work. It has a ripple effect to cause



employees to wonder if they need to start looking for a new job. This is a division we do not need and is unfair to those who work at PMC.

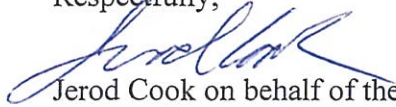
When I first became a Board Member a number of years ago SEARHC sent a representative to Petersburg who gave a presentation to the PMC Hospital Board very much like the one that Dr. Bruhl gave. Since then, SEARHC has provided a similar presentation to the PMC CEO in February of 2020; however there has not been follow up engagement with the PMC Hospital Board or any serious discussion with any serious proposal other than to say they are “available to own and operate the facility”. The PMC Hospital Board believes that operational control by an outside entity is disruptive to the health and safety of the community.

We gladly welcome SEARHC to serious discussions about a partnership that is mutually beneficial. PMC’s CEO met with SEARHC last year and provided a full report regarding what occurred in those discussions. In the most recent work session he provided similar information in his presentation of operational control. As our CEO stated, PMC and Petersburg need to define the partnership. In other words, PMC and the Assembly need to define the partnership acceptable to PMC and the Assembly as opposed to having SEARHC imposing its preferred model on Petersburg.

The PMC Hospital Board not only has a responsibility to the community but also its contract physicians and employees. Employee benefits, retirements for those that have been working at this facility (many upwards of 15 to 30 years) must be protected. The quality of care for this community needs to continue to be of the highest quality. The best way to ensure continuation of high-quality care for Petersburg is through local operational control. Conversations, partnerships, and proposals must be conducted through the PMC Hospital Board and presented to the Assembly if approved.

We are glad the Assembly recognized this issue and acknowledges the indispensable role of the PMC Hospital Board in making healthcare delivery decisions as envisioned by the Borough Ordinances. We continue to work through numerous avenues and rely heavily on the alignment of the Assembly and community. It is vital mixed messages are not sent to the community that exacerbate needless divisions.

Respectfully,



Jerod Cook on behalf of the PMC Board  
PMC Hospital Board Chair